

Janine Jasso
P.O. Box 370161
El Paso, TX 79937
Plaintiff, IN PRO PER

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

In Re: JAMIE LYNN GALLIAN

CASE NO. 8:21-bk-11710-ES

Chapter 7

JANINE JASSO, an individual,
Plaintiff,

Adversary No. 8:21-ap-01096-ES

v.

**SECOND AMENDED COMPLAINT FOR
DETERMINATION OF
DISCHARGEABILITY AND OBJECTING
TO DEBTOR’S DISCHARGE PURSUANT
TO SECTIONS 523 AND 727 OF THE
BANKRUPTCY CODE**

JAMIE LYNN GALLIAN, an individual; J-
PAD, LLC, a California Limited Liability
Company, J-Sandcastle Co LLC, a
California Limited Liability Company, and
DOES 1 through 100, inclusive,
Defendants.

Status Conference
Hearing: February 14, 2023
Time: 1:30 p.m.
Ctvm:5C - Virtual
Location 411 W Fourth St., Santa Ana, CA
92701

TO THE HONORABLE SCOTT CLARKSON, UNITED STATES BANKRUPTCY JUDGE,
DEFENDANT AND HER ATTORNEY OF RECORD, AND TO ALL INTERESTED

PARTIES:

Plaintiff-Creditor JANINE JASSO (“Plaintiff” or “Creditor”), as and for her Complaint against Defendant-Debtor Jamie Lynn Gallian (the “Defendant” or “Debtor”), Defendant J-PAD, LLC (“JP” or “JP LLC”) and Defendant J-SANDCASTLE CO LLC (“JSC” or “JSC LLC”) respectfully alleges as follows:

JURISDICTION AND VENUE

1. On July 9, 2021, the Debtor filed a voluntary petition (“Petition”) for relief under chapter 7 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Central District of California. By virtue of the filing, Defendant has voluntarily subjected herself to the jurisdiction and venue of this Court. The United States Bankruptcy Court for the Central District of California, Santa Ana Division, is the proper venue for this matter pursuant to 28 U.S Code § 1408, because the Debtor’s principal assets were located in this district for one-hundred-and-eighty days immediately preceding commencement of this action.

2. The Debtor's first duly noticed meeting of creditors was held pursuant to Section 341(a) of the Bankruptcy Code (the "Section 341 Meeting") was held on August 18, 2021. The Debtor’s Section 341 Meeting has been continued multiple times. A second meeting was held on October 14, 2021, a third meeting will be held on November 10, 2021, and a fourth meeting was held on February 28, 2022.

3. As of the date of this Complaint the Debtor has not been granted a discharge.

4. This Complaint is timely because the date by which a Complaint objecting to the Debtor's discharge or to determine dischargeability of a debt expires on October 18, 2021. In Paragraph 4 of Dockets 4, 13, 14, 15, 16, 17, and 18, Debtor answered and admitted this allegation is true. On October 18, 2021, the Court filed Plaintiff’s original Complaint,

1 accepted Plaintiff's filing fee and issued a Summons. The Court had the right to file Plaintiff's
2 Complaint on October 18, 2021. On or before January 10, 2023, the Court posted its tentative
3 ruling regarding Debtor's motion for judgment on the pleadings, finding that the Debtor
4 admitted to the timeliness of the Complaint. At the hearing on January 10, 2023, the Debtor on
5 the record submitted on the tentative ruling thereby acknowledging her satisfaction with the
6 tentative ruling. As provided in Docket 104, both parties submitting on the January 10, 2023
7 tentative ruling on the record, the Court's tentative ruling became the Court's final order which
8 confirmed the timeliness of the Complaint and granted Plaintiff leave to amend the Complaint.
9 Therefore, Plaintiff's Complaint filed herein is timely.
10

11 5. This is an adversary proceeding in which the Plaintiff is objecting to the Debtor's
12 discharge under Bankruptcy Code § § 727(a)(3), 727(a)(4), 727(a)(5) and is seeking a
13 determination as to the dischargeability of the debt owed by the Debtor to plaintiff under
14 Bankruptcy Code § § 523(a)(2)(A) and 523(a)(7). The Debtor answered and admitted this
15 allegation is true under Paragraph 5, Dockets 13-18.
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17 6. The Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. § 1334
18 and Bankruptcy Code § § 523 and 727. The Debtor answered and admitted this allegation is
19 true under Paragraph 6, Dockets 13-18.
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21 7. Plaintiff's claims are not core proceedings, and Plaintiff does not consent to the entry
22 of judgment on this claim by the bankruptcy court.

23 **PARTIES**

24 8. Plaintiff is the Creditor in the above-captioned case and at all relevant times is a
25 resident of Orange County, California. The Debtor answered and admitted this allegation is
26 true under Paragraph 8, Dockets 13-18.
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1 9. Defendant is the Debtor in the above-captioned case and at all relevant times is a
2 resident of Orange County, California. The Debtor answered and admitted this allegation is
3 true under Paragraph 9, Dockets 13-18.

4 10. From October 18, 2018 through November 22, 2021, JP was at all relevant times an
5 active California single-member limited liability corporation wholly-owned and operated by
6 Defendant with a principal place of business of Debtor's residential address, including, but not
7 limited to, 16222 Monterey Lane, Space 376, City of Huntington Beach, Orange County, State
8 of California. On November 22, 2021, Defendant, as JP's sole member and per Defendant's
9 March 16, 2022 Form 1007-4 Corporate Ownership Statement filed under penalty of perjury
10 as Docket 29, filed a State of California Secretary of State Certificate of Cancellation
11 terminating JP.
12

13
14 11. From October 18, 2018 through November 22, 2021, JSC was at all relevant times an
15 active California single-member limited liability corporation wholly-owned and operated by
16 Defendant with a principal place of business of Debtor's residential address, including, but not
17 limited to, 16222 Monterey Lane, Space 376, City of Huntington Beach, Orange County, State
18 of California. On November 22, 2021, Defendant, as JSC's sole member and per Defendant's
19 March 16, 2022 Form 1007-4 Corporate Ownership Statement filed under penalty of perjury
20 as Docket 29, filed a State of California Secretary of State Certificate of Cancellation
21 terminating JSC.
22

23 FACTUAL BACKGROUND

24 12. Plaintiff at all relevant times mentioned herein, has been a homeowner, and
25 Board Member of The Huntington Beach Gables Homeowners Association ("Association"), and
26 a Plaintiff in this action. Plaintiff also served as Vice President of the Board of Directors
27 ("Board").
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1 13. Debtor became the Sublessee of record of the property located at 4476 Alderport
2 Drive, Unit 53, Huntington Beach, CA 92649 (“4476 Alderport”) on or about March 22, 2017,
3 by way of a recorded Assignment of Condominium Sublease (“Sublease”). The prior owner,
4 Sandra Bradley, was a member of the Association, Debtor’s landlord and widow of Debtor’s
5 former stepfather. The Debtor answered and admitted this allegation true under Paragraph 13,
6 Dockets 13-18.

8 14. 4476 Alderport is one of only 80 air-space condominiums located within the
9 Association. The Association is located within two miles of Sunset Beach and less than a mile
10 from Huntington Harbor. The Association is a very small, non-profit organization with very low
11 monthly dues. The residents are subject to a triple-net land lease, requiring owners to pay rent to
12 a separate landlord, BS Investors LLC, the property taxes and insurance. The Association is a
13 very close-knit community, where residents know their neighbors as their friends. The residents
14 take care of the inside of their condos and patios, and the Association maintains everything
15 outside, i.e. the common area.

16 15. Only the Association and condominiums are located on the entire Orange County
17 real estate tract 10542. The Condominium Plan for the entire tract is recorded with Orange
18 County Recorder’s office as Book 13358 Page 1193, as Instrument No. 28814. See attached
19 **Exhibit 1**. No Rancho Del Rey mobile homes are located on the same real estate tract as the
20 Association.

21 16. The Sublessee of every unit within the Association is subject to the provisions of
22 various governing documents, including but not limited to, the “Declaration of Covenants,
23 Conditions and Restrictions for The Huntington Beach Gables,” recorded on May 28, 1980 as
24 file/document number 80-28926 (“CC&Rs”), Rules and Regulations adopted by the Board on
25 August 26, 2003, and the Condominium Plan recorded on October 18, 1979 as Book 13358 Page
26 1193, as Instrument No. 28814. A true and correct copy of the CC&Rs is attached as **Exhibit 2**.

27 17. The CC&Rs create and establish the Association as the governing body for the
28 management, administration, and operation of the Association. Civil Code section 5975,

subdivision (a) provides in part:

The covenants and restrictions in the declaration shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the development.

The Debtor answered and admitted this allegation true under Paragraph 17, Dockets 13-18.

18. The equitable servitudes contained on page 2 of the CC&Rs set forth the owners'/sublessees' obligations. As an owner/sublessee, Article III, Section 3 .1 of the CC&Rs required Debtor to abide by the covenants, conditions and restrictions set forth in the CC&Rs.

19. Debtor violated the governing documents in various ways by failing to adhere to the architectural guidelines, maintenance standards, and specifications set forth in the CC&Rs and creating a nuisance in the Association's common areas. As a result, the Association receive mounting homeowner complaints and demands that the nuisance activities be abated by the Association.

20. Despite the Association's and Ms. Bradley's numerous attempts to bring the condominium into compliance with the CC&Rs, the Debtor refused to comply. Due to Debtor's refusal to comply, the Association began its enforcement lawsuit in April 2017 ("Enforcement Lawsuit") to enjoin the Debtor from her actions in the common area and recover damages.

21. During the course of the Enforcement Lawsuit, the Debtor continued to refuse to comply with the governing documents, doubled-down by increasing her unsafe nuisance activities affecting all the residents in the common area, causing the homeowners to complain even more about the Debtor and threaten litigation against the Board members. Her nuisance activity in the common area caused the Association's insurance and legal fees to increase as well. As a result, the Court issued a temporary restraining order in September 2017 ("TRO") and a preliminary injunction in January 2018 ("PI").

22. As part of the TRO and PI legal proceedings against the Debtor, the Court determined that Debtor was the owner of the condominium airspace parcel and that the Association's common area included all of the property in the Association exterior to the condominium, from the walls of each condominium out. The Court ordered Debtor, and any of

her associates, employees, guests and tenants to comply with the TRO and preliminary injunction as well in order to protect the Association and its vendors from further harm.

23. The Debtor in apparent retaliation began trespassing, threatening, stalking, harassing, making false-accusations and bullying Plaintiff, the other Board members and family members, requiring the Association to obtain a Workplace Violence restraining order against Debtor. At the trial on the merits, the Court found that Debtor had targeted Plaintiff and other Board members and family members showing a pattern of conduct threatening the safety of all of the protected parties and issued a permanent Workplace Violence restraining order until July 2022. In August 2022, the Court ordered the extension of the Workplace Violence restraining order until July 2025.

24. In March 2018, the Debtor violated the Workplace Violence restraining order protecting Plaintiff and my then 7-year-old daughter. Under Criminal Case No. 18WM05278, a criminal trial was held, and Debtor was convicted of two counts of Contempt of Court for violating the Workplace Place Violence restraining order. After Debtor violated the Workplace Violence Restraining Order, Plaintiff sought an additional personal restraining order on the advice of the Huntington Beach Police Department. A separate permanent civil restraining order protects Plaintiff and my family members until December 2023.

25. In addition, during the course of the criminal case, a criminal protective order was issued protecting Plaintiff and my daughter due to Debtor's continuing threats against Plaintiff. After Debtor's conviction, the Criminal Court ordered Debtor to remain 100 yards away from Plaintiff's home, daughter and Plaintiff. And, shortly after the Debtor's sentencing of 30 days in jail and 3 years of probation, Debtor was found guilty of violating her probation as a result of the extortion letter she wrote to Plaintiff, a copy of which Debtor provided to the Bankruptcy Trustee.

26. Under state law, after a criminal Court restitution hearing on the merits regarding Plaintiff's claimed expenses related to the Debtor's criminal conduct, the criminal Court ordered criminal restitution in favor of Plaintiff, payment of which is a condition of Debtor's court-ordered probation. Shortly after, the Court issued an abstract of judgment and instructed Plaintiff

1 to record the abstract with the Orange County Recorder's Office. A true and correct copy is
2 attached as **Exhibit 3**.

3 27. The State of California's restitution order in favor of Plaintiff is listed in
4 numerous locations under Debtor's Bankruptcy Schedules, including the October 14, 2021
5 amended schedules. The Debtor answered and admitted this allegation is true under Paragraph
6 27, Dockets 13-18.

7 28. In a possible effort to increase confusion for the Bankruptcy Trustee about the
8 legitimacy of the criminal restitution judgment, the Debtor provided the Bankruptcy Trustee
9 with a copy of Debtor's fabricated court brief filed in multiple court cases in 2021. In it, Debtor
10 claims that Plaintiff and my daughter were not her victims, were not entitled to state victim
11 restitution, and that Plaintiff illegally recorded the restitution abstract of judgment issued by the
12 Criminal Court as provided above. Plaintiff believes that Debtor may be projecting Debtor's own
13 fraud onto Plaintiff. To date, the Debtor's claim has been denied in three different hearings by
14 three different courts, including the California local Criminal court, the Criminal Appellate
15 Court and the Civil Court of Appeals for the 4th District. The Debtor answered and admitted this
16 allegation is true under Paragraph 28, Dockets 13-18.

17 29. During the same time period, the Debtor cross-sued against the Plaintiff and the
18 other individual, volunteer Board members in the Association's civil Enforcement Lawsuit.
19 After enduring false claims and defending Debtor's out-of-control litigation tactics designed to
20 hurt people rather than prove a civil claim, Debtor lost her civil cross-claims on demurrer.
21 Debtor ultimately dismissed her suit against Plaintiff and the other Board members. Per the
22 governing documents and state law, known as Davis-Stirling, Plaintiff as a Board member was
23 entitled to attorney's fees and costs for defending herself against the Debtor's cross-suit in the
24 Enforcement Lawsuit.

25 30. After a properly noticed motion for attorney's fees on August 7, 2018, the Court
26 issued a tentative ruling on October 31, 2018 in favor of Plaintiff and the other Board members.
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1 On November 1, 2018, the Court held its scheduled hearing and found in favor of Plaintiff and
2 the other Board members on the merits, issuing a final order of \$46,138 plus 10 percent interest
3 per annum, on November 8, 2018. See attached **Exhibit 4** which is a true and correct copy
4 thereof. An Abstract of Judgment was issued and recorded at the Orange County Recorder's
5 office on December 14, 2018. Debtor appealed and lost on September 15, 2020, California 4th
6 Appellate District Division 3, Case No. G058198.

7 31. On or about October 17, 2018, Debtor's landlord, BS Investors, filed its unlawful
8 detainer suit against Debtor after notifying Debtor in August 2018 that she was being evicted for
9 nonpayment of the HOA's special assessments, which resulted in Debtor defaulting on her
10 condominium sublease.

11 32. On October 18, 2018, Debtor created her ownership interest in JP. Debtor
12 provided documents to the Bankruptcy Trustee demonstrating her efforts to transfer the
13 condominium's defaulted sublease to her own LLC prior to transferring the sublease to Mr.
14 Nickel. On October 30, 2018, Ms. Gallian and Mr. Nickel tried to transfer the condo from JP to
15 Mr. Nickel. There was no purchase agreement, escrow or title policy.

16 33. On or before November 1, 2018, the Debtor disclosed to Mr. Nickel that an
17 unlawful detainer action was instituted by Debtor's landlord, BS Investor, for defaulting on her
18 condominium sublease.

19 34. Mr. Nickel's emails to Debtor in 2020 show that Mr. Nickel had no information
20 regarding any checks he gave to Debtor for the purported purchase of the condominium.

21 35. In the Debtor's 341 hearing and documents provided by the Debtor to the
22 Bankruptcy Trustee, the Debtor claimed she rescinded the transfer of the condominium from JP
23 to Mr. Nickel on October 31, 2018 and recorded Debtor's new, concealed transfer of her
24 defaulted sublease to Mr. Nickel for no consideration, no transfer taxes paid and without a
25 purchase agreement, escrow or title policy.

26 36. Per the Debtor's documents provided to the Bankruptcy Trustee and Debtor's
27 statements in the 341 hearings, Debtor received \$379,000 in cashier's checks from Mr. Nickel
28 on October 30, 2018 payable to JP and then another set of cashier's checks from Mr. Nickel to

1 the Debtor on October 31, 2018 totaling \$379,000. The Debtor answered and admitted this
2 allegation is true under Paragraph 36, Dockets 13-18.

3 37. Debtor never provided any bank statements proving Debtor or her alter ego, JP,
4 returned funds to Mr. Nickel. The Debtor answered and admitted this allegation is true under
5 Paragraph 37, Dockets 13-18.
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7 38. California law provides a 4 year look back period, but the Debtor has refused to
8 provide the creditors with her 2018-2019 personal and LLC bank statements tracing the funds.

9 39. The Debtor provide the Bankruptcy Trustee with emails between the Debtor and
10 Mr. Nickel starting October 31, 2018 through September 2020. The Debtor answered and
11 admitted this allegation is true under Paragraph 39, Dockets 13-18.

12 40. These emails show that in 2018, the Debtor knew she was legally responsible for
13 all seller disclosures, and referred to her Mr. Nickel as a very savvy investor after Debtor
14 recorded her purported transfer of the sublease. The emails show that the Debtor and Mr. Nickel
15 knew that the Debtor had defaulted on the sublease and was being evicted by the landlord of the
16 condominium. And, in September 2019, the emails show Mr. Nickel investigating Debtor's
17 outstanding debts on the condominium 4476 Alderport.

18 41. The emails show Mr. Nickel and the Debtor lied in their ongoing civil lawsuit
19 against Plaintiff by claiming an escrow agent sent the HOA an escrow demand, when Debtor
20 admittedly sent the fabricated HOA escrow demand. The same email further shows that Debtor
21 lied to Mr. Nickel about paying her outstanding HOA regular and special assessments, falsely
22 stating that Debtor had a credit balance on her HOA account on October 31, 2018. Finally, the
23 same email shows the Debtor advising Mr. Nickel, in 2019 months after the purported transfer of
24 the condominium sublease, to obtain a preliminary title report for the condominium and "tuck it
25 away".

26 42. The emails show Mr. Nickel requesting information after the purported purchase
27 of the condominium for documents proving Debtor's liens were released prior to the transfer of
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1 the defaulted sublease. From what Plaintiff could ascertain from the Orange County Recorder's
2 office, no release has been recorded for at least one of Debtor's recorded debts that attached to
3 the condominium in 2017. The Debtor answered and admitted this allegation is true under
4 Paragraph 42, Dockets 13-18.

5 43. On or about October 18, 2018, Debtor and Mr. Anthony Calderon began jointly
6 owning JP LLC or Debtor became the sole owner of JP LLC. See California Secretary of State
7 Statement of Information for JP dated October 18, 2018 attached as **Exhibit 5** which is a true
8 and correct copy thereof. Shortly thereafter, according to Debtor's documents provided to the
9 Bankruptcy Trustee, Mr. Nickel apparently gave Debtor's alter-ego, JP LLC, \$379,000 on
10 October 30, 2018.

11 44. On or about October 18, 2018, Debtor created the real estate investment company
12 called JSC. In her 341 hearings, Debtor stated that JSC is and has been always wholly owned by
13 Debtor. The Debtor answered and admitted this allegation is true under Paragraph 44, Dockets
14 13-18.

15 45. On or about November 16, 2018, the Civil Court in the Enforcement Lawsuit ordered an
16 Abstract of Judgment against Debtor for failing pay the court-ordered sanctions related to
17 Court's finding that the Debtor would not comply with the civil settlement with the HOA and
18 Board members, and therefore was required to comply with discovery. A true and correct copy
19 of the Court's September 2018 Order Granting the Association's Motions to Compel Discovery
20 and the Court's Abstract of Judgment for the unpaid sanctions are attached as **Exhibit 6**. The
21 Debtor answered and admitted this allegation is true under Paragraph 45, Dockets 13-18.

22 46. Debtor provided the Bankruptcy Trustee with copies of the front of four cashier's
23 checks payable to Lisa Ryan on November 16, 2018 drawn on Debtor's personal Chase checking
24 account. The Debtor answered and admitted this allegation is true under Paragraph 46, Dockets
25 13-18.

1 47. Debtor stated in her 341 hearing that she gave Lisa Ryan \$10,000 cash on or
2 about November 16, 2018 and paid some of Ms. Ryan's debts from Debtor's personal Alliant
3 checking or savings account. The Debtor answered and admitted this allegation is true under
4 Paragraph 47, Dockets 13-18.

5 48. From what Plaintiff could ascertain, on or around November 1, 2018, JSC LLC
6 became the title owner of Lisa Ryan's mobile home located at 16222 Monterey Lane, Space 376,
7 in the Rancho Del Rey Mobile Home Park pursuant to a purported, concealed sale without a
8 purchase agreement at a time when Ms. Ryan claimed in an online fundraiser that Houser Bros
9 Co. owned Ms. Ryan's mobile home.

10 49. Debtor has not provided copies of any personal Chase or Alliant bank statements
11 related to 2018-2019 proving her claimed payments to Ms. Ryan or on behalf of Ms. Ryan.

12 50. Debtor provided documents to the Bankruptcy Trustee asserting that in or about
13 2018, Debtor lent JSC \$225,000 to be paid back to her alter-ego JP LLC. These documents
14 appear to be missing signatures and dates. Furthermore, Debtor stated in her first 341 hearing
15 that no loan payments were ever made on this purported loan, and there appear to be no
16 documentation of any loan payments.

17 51. On or about October 18, 2018, Debtor also created another real estate investment
18 company called Alderport 4476 Co LLC that was owned jointly by JP LLC and JSC LLC.

19 52. On or about January 14, 2019, and after the Association's and the Plaintiff's recorded
20 court judgments, Debtor filed on behalf of JP, a UCC lien against both Debtor herself and her
21 JSC, UCC Financing Statement Document Number 76027030002/Filing Number 19-
22 7691905279, thereby putting a purported UCC lien on the JSC mobile home asset, in favor of
23 Debtor's and Mr. Calderon's joint JP real estate investment company. No financing statement or
24 trust deed was recorded in the Orange County Recorder's office for this purported lien. The
25 Debtor answered and admitted this allegation is true under Paragraph 52, Dockets 13-18.

26 53. On or about January 14, 2019, after filing the UCC lien above, Debtor filed a second
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1 UCC lien Document Number 76027940003/Filing Number 19-7691916827, on behalf of herself
2 putting a lien on JSC only in favor of Debtor and JP, and assigning her rights as a secured party
3 to JP. This UCC Financing Statement was provided to the Bankruptcy Trustee on October 14,
4 2021. No financing statement or trust deed was ever recorded in the Orange County Recorder's
5 office for this purported lien. The Debtor answered and admitted this allegation is true under
6 Paragraph 53, Dockets 13-18.
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8 54. On or about January 19, 2019, the State of California Department of Housing and
9 Community Development ("HCD") registered the title of the mobile home in the name of JSC,
10 with a purchase price of \$175,000 paid on November 1, 2018. In her continued 341 hearing, Ms.
11 Gallian stated that she submitted the change of ownership request on November 16, 2018 in the
12 HCD office in Riverside. The Debtor answered and admitted this allegation is true under
13 Paragraph 54, Dockets 13-18.
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15 55. On or about January 31, 2019, the Court heard the Association's motion for terminating
16 sanctions in HOA Enforcement Lawsuit. The Court ruled in favor of the Association due to
17 Debtor's continued refusal to comply with court-ordered discovery and failure to pay court-
18 ordered sanctions. On May 6, 2019, default judgment was entered in favor of the Association for
19 over \$300,000. The abstract of judgment was recorded with the Orange County Recorder's
20 office in May 2019. The Debtor answered and admitted this allegation is true under Paragraph
21 55, Dockets 13-18.
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23 56. The Debtor appealed the judgments. In Debtor's appellate opening brief, the Debtor
24 stated that rather than pay the judgments she owed, Debtor sold the condo to Mr. Nickel. The
25 Debtor's appeal of the Association's judgment was dismissed in June of 2020. The Debtor
26 answered and admitted this allegation is true under Paragraph 56, Dockets 13-18.
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28 57. On or about February 26, 2019, Debtor and JSC became the joint owners of JP.

1 See California Secretary of State Statement of Information dated February 26, 2019 attached as
2 **Exhibit 7** which is a true and correct copy thereof. As of result of this change of ownership of
3 this LLC, Debtor owned JSC's assets and all of JP's assets.

4 58. On or about January 8, 2020, Robert McClelland, a person Debtor lived with for
5 many years in the Association, became the sole owner of JP. See California Secretary of State
6 Statement of Information dated January 8, 2020 attached as **Exhibit 8** which is a true and correct
7 copy thereof. The transfer of ownership appears to be without consideration.

8 59. On or about January 29, 2020, JP and family members of Debtor became owners
9 of JSC and Debtor was removed as an owner. See California Secretary of State Statement of
10 Information dated January 29, 2020 attached as **Exhibit 9** which is a true and correct copy
11 thereof.

12 60. On or about July 23, 2020, Plaintiff filed a UCC judgment lien regarding the
13 Plaintiff's recorded, civil abstract of judgment for attorney's fees and costs. Debtor provided a
14 copy of the UCC judgment lien to the Bankruptcy Trustee.

15 61. In apparent retaliation for the filing of the UCC lien, Debtor used her personal
16 account funds to pay HCD to add her husband and JP as legal owners of the mobile home, and
17 added language regarding Debtor's unrecorded, back-dated personal and JSC UCC lien on the
18 mobile home HCD title document, fabricating evidence of a loan between Debtor and JSC for
19 which Debtor admitted no repayment has ever been made.

20 62. Debtor stated that in August 2020 she added her husband, Ron Pierpont and JP as
21 legal owners of the mobile home and adding a lien that she claims had been perfected against the
22 mobile home in favor of JP LLC, which appeared to be solely owned by Robert McClelland.

23 63. At the 341 hearings, Debtor stated JSC and Debtor have always been one and the
24 same.

25 64. In May 2021, Plaintiff filed a UCC lien for the criminal restitution Abstract of
26 Judgment against the Debtor.

27 65. On or about July 8, 2021, Debtor refused to comply with the court-ordered
28 debtor's examination in civil Court and the attached request for production of documents related

1 to the Debtor's financial condition. A warrant was issued for her arrest and the Debtor
2 immediately filed for this Chapter 7 bankruptcy protection. The Debtor answered and admitted
3 this allegation is true under Paragraph 65, Dockets 13-18.

4 66. On or about August 2021, Debtor changed the registered owner of the mobile
5 home to herself and continued to show the JSC loan and lien against the asset held by her alter-
6 ego JP LLC. Debtor also stated in her 341 hearings that she owned one-third (1/3rd) of the JP,
7 and then stated she owned one-seventh (1/7th) and then stated she owned seventy percent (70%).
8 After Plaintiff's months of discovery, Debtor filed a corporate ownership statement claiming
9 100% ownership since 2018 of her alter-ego, single member JP LLC (Docket 29).

10 67. On September 7, 2021, Debtor claimed in her Bankruptcy schedules that she
11 became the new registered owner of the JSC mobile home via a new HCD registration of title
12 that she filed on behalf of JSC, and back-dated the change of ownership to February 25, 2021.
13 The Debtor answered and admitted this allegation is true under Paragraph 67, Dockets 13-18.

14 68. On or about September 12, 2021, after filing for Bankruptcy, Debtor began filing
15 a series of new UCC filings showing numerous family and friends financing liens against the
16 mobile home or any other assets owned by JSC, and Debtor's ownership interest in J-Sandcastle
17 Co appears to have changed several times with the addition and subtraction of family and friends
18 in 2020 and 2021. No liens or title changes were recorded with the Orange County recorder's
19 office, or the Secretary of State related to these purported UCC liens.

20 69. On or about October 14, 2021, Debtor filed amended schedules for the second
21 time, claiming personal ownership of the JSC mobile home and the landlord's ground
22 underneath the mobile home in fee simple. This appears to be a lie. If true, the mobile home
23 value would necessarily increase in value to well over \$900,000 based on recent sales of single
24 homes adjacent to JSC's mobile home. The Debtor answered and admitted this allegation is true
25 under Paragraph 69, Dockets 13-18.

26 70. In addition, Debtor claimed in her 341 hearing and in documents provided to the
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1 Bankruptcy Trustee that she has a monthly rental agreement with Houser Bros Co., dba Rancho
2 Del Rey Mobile Home Park. Per Houser Bros Co. adversary complaint, Houser Bros Co.
3 instituted legal action against Debtor for unlawful detainer in the Orange County Superior Court
4 Case No. 30-2019-01041423-CL-UD-CJC, which provides that Debtor does not have a legal
5 lease agreement. Further Debtor's bank records show there is has been no payment of rent to
6 Houser Bros Co. for the space 16222 Monterey Lane, Space 376, on which JSC's mobile home
7 sits.

8 71. For financial records, California provides a four year look back period in
9 bankruptcy court and ten years when the Internal Revenue Service is a creditor in a bankruptcy
10 proceeding.

11 72. In October 2021, Debtor provided some Bank of America and Chase 2020 and
12 2021 bank statements to the Bankruptcy Trustee for JSC and JP and one new personal Bank of
13 America checking account. Importantly, JSC and JP LLC bank statements show payments of
14 Debtor's personal items and personal withdrawals, like a personal bank account. In addition, the
15 statements show Debtor's personal funds deposited into these same LLC bank accounts. Finally,
16 the best the Plaintiff could ascertain is that one of the Debtor's personal bank accounts paid the
17 2020 annual Franchise Tax Board tax debt required for LLC corporations. The Debtor answered
18 and admitted this allegation is true under Paragraph 72, Dockets 13-18.

19 73. In 2019, the Association received notice that the Bank of Account had been
20 closed shortly after the notice of the Association's bank levy on this account. The Debtor has
21 failed to provide the creditors with copies of her monthly statements for her personal Bank of
22 America bank account in the last four digits #0827 from January 2018 through the close of this
23 personal bank account.

24 74. Although the Debtor provide some 2020-2021 personal and business bank
25 statements to the Bankruptcy Trustee, the Debtor has not provided personal bank statements
26 starting January 2018 for her Alliant credit union bank accounts, her new Bank of America bank
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1 account with the last 4 digits ending in #7357, her Chase personal bank account from which she
2 gave money to Lisa Ryan, her Fidelity investment account, or her United Airlines Group
3 Universal Life policy account, which are all relevant to the judgment debts Debtor incurred in
4 2018 and shortly thereafter.

5 75. One of Debtor's JSC LLC Chase checking accounts shows that in 2020 Debtor
6 deposited personal funds from her Fidelity account into this JSC Chase account. It also shows
7 that Debtor paid her personal Target and cell phone bills from the JSC Chase bank account. It
8 also shows that Debtor transferred JSC monies to JP and to Debtor's personal Fidelity account
9 and Alliant credit union account. Further, Debtor withdrew \$16,000 of cash on the date she filed
10 this bankruptcy petition, which was also the day after the Civil court issued a warrant for her
11 arrest for failure to sit for her debtor's examination, and made personal withdrawals after the
12 bankruptcy petition was filed.

13 76. The Debtor has listed the Plaintiff's criminal restitution judgment lien in various
14 forms including as a secured creditor.

15 77. The Debtor has listed the Plaintiff's civil judgment lien in various forms
16 including as a secured creditor.

17 **FIRST CAUSE OF ACTION**

18 **FOR ORDER DENYING DISCHARGE OF DEBTOR'S FIRST**
19 **CRIMINAL RESTITUION JUDGMENT OWED TO PLAINTIFF**

20 **PURSUANT TO 11 U.S. CODE § 523(a)(7) (GOVERNMENT**
21 **(Against JAMIE LYNN GALLIAN and DOES 1 Through 100)**

22 78. Plaintiff incorporates the previous paragraphs of this Complaint as if set forth in
23 full.

24 79. Under 11 U.S. Code § 523(a)(7), a debt is not dischargeable "to the extent such
25 debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit".
26 The Debtor answered and admitted this allegation is true under Paragraph 79, Dockets 13-18.

27 80. The US Supreme Court determined that this statute applied to state criminal
28

1 restitution orders in Chapter 7 bankruptcy proceedings. *See Kelly v. Robinson* (1986) 479 U.S.
2 36.

3 81. As detailed above, because the first debt owed to Plaintiff is ordered by the State
4 of California for criminal restitution and judgment to be paid by Debtor to Plaintiff, as part of
5 Debtor's criminal sentence and a condition of her probation, the State of California's restitution
6 order in favor of Plaintiff and Plaintiff's related restitution judgment lien is not dischargeable in
7 bankruptcy.

8 **SECOND CAUSE OF ACTION**
9 **FOR ORDER DENYING DISCHARGE OF DEBTOR'S SECOND**
10 **CIVIL JUDGMENT OWED TO PLAINTIFF**
11 **PURSUANT TO 11 U.S. CODE § 523(a)(2)(A) (ACTUAL FRAUD)**
12 **(Against JAMIE LYNN GALLIAN and DOES 1 Through 100)**

13 82. Plaintiff incorporates the previous paragraphs of this Complaint as if set forth in
14 full.

15 83. Under 11 U.S. Code § 524(a)(2)(A), Plaintiff's civil judgment debt, attached as
16 **Exhibit 4**, is nondischargeable as it results from Debtor's intentionally fraudulent litigation
17 which was an immoral, fraudulent debt Debtor incurred, like Debtor's many years of targeting
18 people and entities for her pro per false and out-of-control litigation. Debtor targeted Plaintiff
19 by intentionally filing a fabricated indemnification cross-claim against Plaintiff for Debtor's
20 liability under the Association's Enforcement Lawsuit as detailed in Paragraphs 12-29, *supra*.
21 Debtor's false cross-claims were designed to hurt Plaintiff rather than prove a legitimate claim.
22 Defendant acted fraudulently by intentionally and falsely claiming Plaintiff owned Debtor's
23 4476 Alderport condominium and that Plaintiff was responsible for Debtor's actions in violation
24 of the recorded governing documents. As provided in Paragraph 13, *supra*, Debtor admitted
25 Debtor was the owner of the condominium starting March 22, 2017. In September 2017, as part
26 of the court's order imposing a restraining order against Debtor, the state court found that Debtor
27 was the owner of the 4476 Alderport condominium Sublease, making the Debtor the legal
28 sublessee of the condominium subject to the CC&Rs, the Condominium Plan and the

condominium sublease. Debtor's fraudulent claims caused Plaintiff to defend herself against Debtor in reliance on state law and the recorded governing documents that provided Plaintiff with a continuous, ongoing lien on the 4476 Alderport condominium. The civil court gave Debtor several opportunities to amend her complaint to remove Debtor's lies and false claims against Plaintiff, but Debtor did not and instead doubled-down on her intentional harm by destroying the Association's common area, as well as stalking and threatening Plaintiff and my family. In addition, days before Plaintiff's attorney filed a motion for attorney's fees in accordance with the CC&Rs and state law, Debtor pretended to settle the Enforcement Lawsuit with the HOA, the Plaintiff and the other Board members. Plaintiff relied on Debtor's false representation that Debtor intended to comply with the terms of the settlement, postponing Plaintiff's motion in reliance on Debtor's settlement representations. After Debtor's refusal to live up to the terms of the settlement, Debtor used her false settlement representation to cause Plaintiff to incur additional attorney's fees. **Exhibit 4** is the civil judgment attorney's fees awarded to Plaintiff on November 1, 2018 and on November 8, 2018 against Debtor which was affirmed on appeal. The state court found that Debtor's arguments against Plaintiff's motion due to timeliness were invalid because of Plaintiff's good faith efforts to settle with Debtor. The appellate court agreed with the state court, finding Debtor's tactics a red herring. The state court and appellate court found that the attorneys fees award was valid under California's HOA law and the Association's governing documents. Under Articles 5 and 14 of the CC&Rs, Debtor provided Plaintiff and the Association with an ongoing continuance lien the 4476 Alderport condominium due to Debtor's fraudulent cross-suit pinning Debtor's ownership of the 4476 Alderport condo Sublease and her violations of the recorded governing documents on Plaintiff, the other Board members and the Association.

84. Under 11 U.S. Code § 524(a)(2)(A), the U.S. Supreme Court determined that the definition of "actual fraud" encompasses fraudulent transfer schemes engaged in by the Debtor and her related or affiliated single member LLCs, JP and JSC, to shield assets that could be utilized to satisfy debts of creditors. *See Husky International Electronic, Inc. v. Ritz* (2016) 578 U.S. 356, 359, 136 S. Ct. 1581, 1586, 194 L. ED. 2d 655 ("*Husky International*"). Fraud is

1 actual if it impairs the creditor's ability to collect the debt or if the debtor intended by the
2 transfer to hinder his creditors. *In re Wigley*, 15 F.4th 1208, 1211 (8th Cir. 2021).

3 85. Just like in *Husky International*, Debtor owed the judgment debts she created by
4 making intentionally false lawsuits against Plaintiff, the Board and the Association under the
5 Association's governing documents. Within four years of the Petition date, and while so
6 indebted to Plaintiff and other creditors, Debtor's fraudulent transfer scheme began with
7 Debtor's concealed transfer of Debtor's condominium located at 4476 Alderport, Unit 53 on
8 without paying the liens Debtor created in favor of Plaintiff and the other creditors. The
9 transferee, Mr. Nickel, a real-estate flipper with significant experience with buying, selling and
10 living in California HOAs, knew everything about the ongoing Enforcement Lawsuit, the
11 Association's judgments and the Plaintiff's imminent award of attorney's fees under the
12 Enforcement Lawsuit at the time of the transfer of 4476 Alderport. Debtor hid the concealed
13 transfer, hid Mr. Nickel's identity and falsely claimed to be indigent after the transfer. As
14 provided in Paragraph 56, *supra*, Debtor admitted that instead of paying her judgment debts,
15 Debtor transferred the condominium to Mr. Nickel. Therefore, Debtor's actions were done with
16 actual intent to hinder, delay or defraud Plaintiff and Debtor's other creditors.

17 86. Debtor, within four years of the Petition date, and with the actual intent to hinder,
18 delay and defraud her creditors, created JSC LLC and JP LLC as her alter-ego wholly owned,
19 single member limited liability companies shortly before the transfer of 4476 Alderport to Mr.
20 Nickel. Debtor used her JSC LLC and JPS LLC to conceal and drain funds, including the funds
21 Debtor received from Mr. Nickel. The following examples include, but are not limited to:

- 22 1. On or about October 30, 2018 and October 31, 2018, Debtor received
23 concealed cashier's checks from Mr. Nickel totaling at least \$379,000, most
24 of which Debtor concealed by depositing or transferring approximately
25 \$355,000 into Debtor's newly created JSC LLC Chase account ending in
26 #7860 via stacks of cashier's checks without first paying her debts owed to
27 Plaintiff and other creditors. Debtor claimed in her 341 hearings that she
28 purchased the mobile home with her own money and then transferred

1 \$175,000 of the \$379,000 to JSC LLC as a purported loan. She made these
2 false statements when she knew she transferred nearly double that amount to
3 her alter-ego JSC LLC. Debtor never received anything in exchange for her
4 deposits into her JSC LLC bank account. Debtor eventually admitted JSC
5 LLC never operated as a business under Debtor's Corporate Ownership
6 Statement filed on March 16, 2022 under Docket 29.

7 2. Within days of the above transfer transfers, Debtor caused JSC LLC to
8 transfer \$150,000 from JSC LLC to Lisa Ryan for the purported concealed,
9 purchase of the mobile home, located at 16222 Monterey Lane Space 376,
10 Huntington Beach, CA. Debtor admitted in her 341 hearing on October 14,
11 2021 that there was no purchase agreement. As part of her fraudulent
12 conveyance scheme, Debtor lied to the Trustee, Plaintiff and the other
13 creditors by providing the front copies of four cashier's checks payable to
14 Lisa Ryan totaling \$170,000 and claimed that she paid Lisa Ryan \$180,000
15 via the four personal cashier's checks totaling \$170,000 plus an additional
16 \$10,000 in cash. Debtor's intended to hinder, delay or defraud creditors by
17 hiding \$355,000 of collectible funds in JSC LLC, transferring three JSC LLC
18 cashier's checks totaling \$150,000 to Lisa Ryan in a concealed transfer and
19 then lying about giving Lisa Ryan personal cashier's checks and further lied
20 by failing to tell the Trustee, Plaintiff and the other creditors that Debtor kept
21 the fourth JSC LLC \$20,000 cashier's check in Lisa Ryan's name and
22 deposited it into Debtor's personal account. There is no evidence that Lisa
23 Ryan received \$10,000 in cash from Debtor. Debtor further claimed in her
24 initial 341 hearing that she used \$113,000 for payments of her personal
25 attorney's fees. However, Debtor never provided any verifiable
26 documentation proving these listed payments to attorneys, including those on
27 subsequent amended Schedule 107 filed in Debtor's Main Case No. 8:21-bk-
28 11710-SC ("Main Case") Schedule 107, DK 1 Item 16, Schedule 107, DK

1 15, DK 16, DK 37, DK 38, DK 72 Item 18. In fact, Plaintiff found one
2 \$7,000 payment to attorney Michael Devereux who refunded \$7500 back to
3 Debtor. Based on Plaintiff's discovery, Debtor only paid approximately
4 \$30,000 of her JSC LLC's cash for Debtor's legal fees and approximately
5 \$2800 for court transcript/record fees. Debtor used JSC LLC funds for
6 personal expenses such as car lease payments, cell phone bills, restaurants
7 bills, hair salon, personal credit card payments, McDonald's, Starbucks,
8 groceries, 401k loan payments, and criminal court fines. Debtor never paid
9 any rent, water, trash, electricity or gas bills, as she appears to have been
10 squatting in the Rancho Del Rey mobile home park since December 1, 2018.
11 Plaintiff could not account for approximately \$24,000 of cash withdrawn by
12 Debtor from the \$379,000 of Mr. Nickel's October 18, 2018 cashier's checks.
13 Plaintiff could also not account for approximately \$100,000 of cash that was
14 withdrawn in cashier's checks or cash. Debtor also appears to have lied about
15 payments of approximately \$80,000 to attorneys in order to hinder, delay or
16 defraud Plaintiff and her other creditors.

17 3. Debtor intentionally lied to the Trustee and the creditors claiming that she
18 transferred the mobile home from JSC LLC to herself via a purported pre-
19 petition, notarized, and back-dated transfer on February 25, 2021. However,
20 on or about April 20, 2021, prior to the Petition date, Debtor sat for her
21 deposition in the Association CUVTA collection case and testified that JSC
22 LLC was an ongoing business and was the title owner of the mobile home on
23 April 20, 2021. Further, the Debtor's purported notarization of the February
24 25, 2021 transfer was also a lie. These lies were intended by Debtor to hinder,
25 delay or defraud Plaintiff and other creditors from collecting the debt from
26 Debtor's assets.

27 4. In May 2019, Debtor transferred \$96,000 from Debtor's JSC LLC Chase
28 account ending in #7860 to Debtor's personal Fidelity IRA account #169-

638064, when Debtor claimed to be indigent in California's criminal court case 18WM05278 against the Debtor for violating the workplace violence protection order protecting Plaintiff and my then 7-year-old daughter. While concealing Debtor's funds available to creditors in her Fidelity IRA account, Debtor claimed indigency to obtain a public defender. In August 2019, after the criminal court appointed a public defender for Debtor, Debtor transferred approximately \$89,373.62 back to her JSC LLC. Debtor then transferred approximately \$75,000 from Debtor's JSC LLC to Debtor's new JP LLC Bank of America bank account ending in #1274, which Debtor used to pay her criminal bail, totaling \$13,500, and other personal expenses and debts, including but not limited to restaurants, Macy's, cash withdrawals of over \$40,000, Subway, hair salon, Jack N the Box, her personal Capitol One credit card, her personal Alliant Visa card and personal court cost. Debtor then intentionally falsely claimed \$7400 on her original bankruptcy Petition and multiple filed amendments on Schedule A/B Item 21, Main Case DK 1, DK 16, DK 22, DK 37, DK 38, DK 39, DK 72, when Debtor knew that all but \$75.89 of the Fidelity IRA funds came from Debtor's \$96,000 transfer from her JSC LLC Chase account #7860 to her Fidelity IRA rollover account. Therefore, Debtor intentionally lied on her bankruptcy schedules about non-exempt personal assets she held in her personal Fidelity IRA in order to hinder, delay and defraud Plaintiff and the other creditors.

5. On July 27, 2020, within 1 year prior to the bankruptcy petition date, Debtor took a taxable distribution of her United Airlines 401k plan account balance held by Fidelity in the amount of \$14,002.53, which immediately changed the qualified retirement plan money to Debtor's personal cash assets. Debtor transferred and hid the \$14,002.53 directly into the Debtor's JSC LLC Chase #7860 account. Debtor did not receive anything for the cash transferred to JSC LLC. Debtor originally scheduled \$31,922.58 as retirement plan income

1 within the previous two years on Main Case DK 1, Schedule 107, Part 2, Item
2 5. After the original Schedule 107, Part 2, Item, Debtor testified under oath in
3 her August 18, 2021 initial 341 hearing that the \$31,922.58 was related to a
4 defaulted 401k loan, which, if true, would have solely been a taxable
5 withdrawal “on paper” without any actual money distributed to Debtor.
6 Debtor never explained that approximately \$14,000 was distributed in cash to
7 her JSC LLC Chase #7860 account at her directions. Debtor’s Fidelity 401k
8 plan records as wells as Debtor’s Defendant JSC LLC July 2020 bank
9 statements clearly shows that Debtor lied on Main Case, DK 1, DK 15, DK
10 16, DK 38, DK 72, Schedule 107, Part 2, Item 5. Debtor intentionally lied
11 about her transfer of personal \$14002.53 funds to her alter-ego JSC LLC in
12 order to hinder, delay and defraud Plaintiff and her other creditors.

13 6. Debtor transferred \$355,000 to her alter-ego JSC LLC. Debtor testified that
14 she deposited \$175,000 into her alter-ego JSC LLC. Debtor testified in her
15 341 hearing that she loaned \$225,000 to her alter-ego JSC LLC. Debtor gave
16 the Trustee and creditors unsigned and undated loan and security agreement
17 documents which Debtor claimed JSC LLC gave to Debtor to document a
18 security interest in the mobile home for the \$225,000 loan and lien. Debtor
19 claimed she then transferred her security agreement and lien to JP LLC so
20 that JP LLC would be the lien holder of the unsigned and undated promissory
21 note and security agreement and the receiver of JSC LLC’s repayments of the
22 loan. Debtor never received anything from JP LLC for Debtor’s transfer of
23 the promissory note and security agreement to JP LLC. Debtor then created
24 and filed UCC lien documents in January 2019 and HCD lienholder
25 paperwork in February 2021 in favor of JP LLC and, after Plaintiff and other
26 creditors recorded their liens. Debtor falsely claimed that she filed HCD
27 lienholder paperwork in August 2020. Debtor admitted there were never any
28 loan payments made by JSC LLC to JP LLC. Debtor’s JSC LLC and JP LLC

1 bank statements show there were never any loan repayments by JSC LLC to
2 JP LLC. Debtor created a false lien held by her alter-ego JP LLC on her
3 alter-ego JSC LLC's mobile home asset in order to hinder, delay or defraud
4 Plaintiff and other creditors from collecting her debts.

5 87. In addition, on September 22, 2021, after her original and amended schedules
6 were filed, Debtor suddenly amended her schedules again and added Debtor's right to her
7 reversionary interest in 4476 Alderport Unit 53 Sublease on Main Case DK 16, Schedule A/B
8 Item 34.4. Debtor added it again to a new amended DK 22 Schedule A/B, Item 34.3. Debtor
9 added it again to a new amended DK 37 Schedule A/B, Item 34.5 and on another amended DK
10 38 Schedule A/B, Item 34.5. In contrast to her bankruptcy schedules, Debtor testified in the 341
11 hearing to have sold her 4476 Alderport condominium Sublease to Mr. Nickel on October 31,
12 2018. In addition, in March of 2021, Mr. Nickel claimed he was entitled to his money back from
13 Debtor. Therefore, Debtor appears to have only temporarily transferred the asset "on paper" to
14 Mr. Nickel to hold for her until Debtor obtains a discharge of the Plaintiff's civil judgment lien
15 through these Chapter 7 bankruptcy proceedings.

16 88. As a direct and proximate result of Defendant's false pretenses, false
17 representations, or actual fraud, Plaintiff has suffered damages in an amount that now exceeds
18 \$60,000. Due to actual fraud carried out with the intent to hinder, delay or defraud Plaintiff, the
19 Defendant is therefore not entitled to have the Defendant's civil judgment debt owed to Plaintiff
20 discharged in these bankruptcy proceedings.

21 **THIRD CAUSE OF ACTION FOR AN ORDER DENYING DISCHARGE**
22 **PURSUANT TO 11. U.S. CODE § 727(a)(3) OF THE BANKRUPTCY CODE**
23 **(Against JAMIE LYNN GALLIAN and Does 1 through 100)**

24 89. Plaintiff incorporates the previous paragraphs of this Complaint as if set forth in
25 full.

26 90. Bankruptcy Code §727(a)(3) provides, in relevant part, that a debt may not be
27 discharged if the debtor has "concealed, destroyed, mutilated, falsified, or failed to keep or
28

1 preserve any recorded information, including books, documents, records, and papers, from
2 which the debtor's financial condition or business transactions might be ascertained, unless such
3 act or failure to act was justified under all the circumstances of the case." The Debtor answered
4 and admitted this allegation is true under Paragraph 90, Dockets 13-18.

5
6 91. This requires debtors to "produce records that provide enough information to
7 ascertain the debtor's financial condition and track his financial dealings with substantial
8 completeness and accuracy for a reasonable period past to present." *Union Planters Bank, N.A.*
9 *v. Connors*, 283 F.3d 896, 899 (7th Cir. 2002). A creditor does "not need to prove that the
10 debtor intended to defraud them in order to demonstrate a § 727(a)(3) violation." *Peterson v.*
11 *Scott (In re Scott)*, 172 F.3d 959, 969 (7th Cir. 1999) (quoting *In re Juzwiak*, 89 F.3d 424, 430
12 (7th Cir. 1996)). The language of the statute "places an affirmative duty on the debtor to create
13 books and records accurately documenting his business affairs." *Scott*, 172 F.3d at 969
14 (citing *Juzwiak*, 89 F.3d at 429). "A creditor states a prima facie case under §727(a)(3) by
15 showing '(1) that that the debtor failed to maintain and preserve adequate records, and (2) that
16 such failure makes it impossible to ascertain the debtor's financial condition and material
17 business transactions.' " *In re Caneva*, 550 F.3d 755, 761 (9th Cir. 2008), citing *Landowne v.*
18 *Cox (In re Cox)*, 41 F.3d 1294, 1296 (9th Cir. 1994) (quoting *Meridian Bank v. Alten*, 958 F.2d
19 1226, 1231 (3rd Cir. 1992)).
20
21

22 92. Prior to filing for bankruptcy and within days of state court's award for
23 Plaintiff's attorney's fees against Debtor, she created or became a sole owner or partial owner
24 of three California limited liability companies, Alderport 4476 Co LLC, J-Sandcastle Co LLC
25 and J-Pad LLC. On April 20, 2021, a couple of months before filing her bankruptcy petition,
26 Debtor testified in the Association CUVTA collection case that JP LLC was a business that
27 sold cleaning products since 2018. On April 20, 2021, Debtor testified that JSC LLC owned a
28

1 mobile home. Debtor never explained or even mentioned that JP LLC owned a security lien
2 on the JSC LLC mobile home asset, nor any information regarding deposits of funds into JSC
3 LLC nor JP LLC.

4
5 93. In addition, prior to filing for bankruptcy, Debtor refused to comply with written
6 discovery requests for documents related to JSC LLC and JP LLC, as part of her court-ordered
7 debtor's examination, Orange County Superior Court, Case No. 2017-30-00913985, The
8 Huntington Beach Gables HOA v. Bradley, Gallian et. al. Debtor further refused to comply with
9 the court-ordered debtor's examination, claiming that if the state court required her to sit for her
10 debtor's exam, then Debtor would plead the 5th amendment against self-incrimination. The court
11 still ordered Debtor to appear for her debtor's exam. Instead of complying with the court's order
12 to appear, Debtor filed for bankruptcy protection after the court issued a warrant for Debtor
13 arrest related to her refusal to sit for her civil debtor's examination.
14

15 94. On July 9, 2021, Debtor initially scheduled on Schedule A/B and testified that
16 she was the sole owner of JSC LLC, a California single member limited liability company.
17 Debtor scheduled and testified that she was a 33.33% owner of JP LLC under Schedule A/B
18 under her original (Main Case Dk 1) and her first amended (Main Case Dk 15).
19

20 95. On August 18, 2021, Debtor testified under oath at her initial 341 hearing that
21 she owned one-third of JP LLC. When Debtor was subsequently asked who owned the other
22 two-thirds, Debtor responded "Well, depending on who you ask today, it's Ron, myself, and
23 Robert." Based on this response, Debtor appeared to claim she owned 55.6% of JP LLC, even
24 though she had just testified that she owned one-third.
25

26 96. After the August 2021 341 hearing, Debtor filed her second amended Schedule
27 A/B. Debtor changed and scheduled her JP LLC ownership interest to 1/7th (Maine Case Dks
28

1 16-17). At the next 341 hearing in October 2021, Debtor was asked several times to explain how
2 the ownership of JP LLC changed. Debtor talked about JSC LLC and would not answer until
3 after several repeated questions. Debtor finally answered that the owners of JP LLC were “my
4 family members, myself, and Ron and Bob have a small portion”. Debtor would not give the
5 names of the owners and testified “I listed them on the petition as well.” However, Debtor did
6 not list them on her second amended Schedule A/B. Eventually, Debtor testified that the names
7 of JP LLC’s owners were “myself, my oldest son Justin, Steven, Brian, EJ, Bob and Ron.”
8 Debtor was asked what percent of JP LLC she owned, and Debtor testified “It depends on what
9 day it is.”
10

11
12 97. After the October 2021 341 hearing, Debtor filed a third amended Schedule A/B
13 in which Debtor changed and scheduled her JP LLC ownership interest to 70%. Shortly after
14 the November 10, 2021 341 hearing, Debtor filed a fourth amended Schedule A/B in which
15 Debtor changed and scheduled her JP LLC ownership interest to 33.33% (Main Case Dk 37).
16

17 98. After Plaintiff filed and served Plaintiff’s First Amended Complaint which added
18 JP LLC and JSC LLC as additional defendants, Debtor terminated JSC LLC and JP LLC. Debtor
19 then amended her Schedule A/B again scheduling a new 100% ownership interest in both JSC
20 LLC and JP LLC without accounting for the change in the ownership percentages.
21

22 99. Debtor testified in April 2021 that JP LLC was not wholly owned. Debtor filed
23 so many conflicting Schedule A/Bs for months and testified in a less than candid manner that
24 Debtor appeared to be playing a game of hide-n-seek regarding accurate ownership and
25 accounting information of Debtor’s JSC LLC and JP LLC. Debtor failed to produce any business
26 records accounting for Debtor’s ownership interests or the operations of JSC LLC and JP LLC,
27 including failing to produce an accounting of funds deposited and withdrawn by either JSC LLC
28

1 or JP LLC. After Plaintiff incurred months of expensive discovery, Debtor only filed a late
2 Corporate Ownership Statement form on March 16, 2022 claiming she was the 100% sole owner
3 of the single member JP LLC and single member JSC LLC since October 18, 2018 (Docket 29).
4 Debtor continues to fail to provide any verifiable business ownership or operation records for
5 JSC LLC or JP LLC.
6

7 100. In addition, Debtor has claimed in her bankruptcy documents provided to the
8 Bankruptcy Trustee that she received two cashier's checks from Mr. Nickel on October 30, 2018
9 payable to JP for a total of \$379,000, and against on October 31, 2018 for a total of \$379,000
10 payable to Debtor. Debtor also claimed that the JP cashier's checks were rescinded. However,
11 since a bank's rescission of a cashier's check can take up to 90 days and Debtor did not provide
12 proof of tracing those funds back to Mr. Nickel, Debtor appears to be hiding the funds from the
13 cashier's checks in business or personal bank, life insurance or investment accounts since 2018.
14 The Debtor answered and admitted this allegation under the First Amended Complaint
15 Paragraph 94, Docket 6, is true under Debtor Answer Paragraph 94, Dockets 13-18.
16

17 101. On August 18, 2021 in her initial 341 hearing, Debtor testified under oath that
18 she sold her 4476 Alderport Sublease to Mr. Nickel for \$379,000. Debtor testified that she took
19 \$175,000 of the \$379,000 to purchase a mobile home from Lisa Ryan. She testified she paid Lisa
20 Ryan with four cashier's checks from her personal account in which she had deposited the
21 \$379,000 from Mr. Nickel. Debtor testified that she never transferred money to JSC LLC for it
22 to purchase the mobile home. Debtor also testified that she used approximately \$140,000 of the
23 \$379,000 received from Mr. Nickel on October 18, 2018 for personal legal fees. In the initial
24 341 hearing, Debtor was asked to produce the records to the Trustee showing the flow of the
25 \$379,000. Debtor never produced any records proving the flow of the \$379,000.
26
27

28 102. Debtor admitted there was no purchase agreement with Lisa Ryan regarding the

1 purchase of the mobile home. Debtor was asked in her initial 341 hearing what documents exist,
2 if any. Debtor testified that there were copies of cashier's checks that she sent to the Trustee and
3 a handwritten note from Lisa Ryan when Debtor gave her the cash. Debtor produced four
4 cashier's checks payable to Lisa Ryan, three for \$50,000 each and one for \$20,000; however,
5 Debtor did not provide any verifiable, independent proof from which account the four cashier's
6 checks were obtained nor any proof of where the four cashier's checks were cashed or deposited
7 into. Therefore, Debtor provided no verifiable, independent documentation regarding the
8 purchase proceeds of the mobile home.
9

10 103. In the first 341 hearing, Debtor testified that she loaned JSC LLC \$225,000
11 which was secured by a lien on the JSC LLC mobile home asset. Debtor subsequently testified
12 that JP LLC was solely a lienholder of JSC LLC's security note between JSC LLC and Debtor
13 on the mobile home. Debtor testified that the sole purpose of Debtor's alter-ego JSC LLC was
14 to be the title owner of a mobile home and JSC LLC pay JP LLC monthly payments on the JSC
15 LLC-Debtor security note, as the lien holder of JSC LLC security note, pursuant to an
16 amortization schedule. In her second 341 hearing, Debtor testified that she was working "with a
17 CPA to get a profit and loss as to where we actually are on that note, how close it is to being paid
18 back." Debtor never provided the name of the CPA or any independent, verifiable business
19 documentation proving any receipts of funds or payment of funds made by Debtor's alter-ego
20 JSC LLC or JP LLC to anyone or any entity including between JSC LLC and JP LLC.
21
22

23 104. In the second 341 hearing, Debtor testified that she also loaned \$175,000 to JSC
24 LLC to pay "anything that came up and any legal fees, my car payment, you know". On her
25 bankruptcy Schedule 107, Debtor scheduled payments she made to personal lawyers starting in
26 2017 (Schedule 107, DK 1 Item 16, Schedule 107, DK 15, DK 16, DK 37, DK 38, DK 72 Item
27 18). Debtor never provided any business or personal accurate accounting records that showed
28

1 that Debtor's JSC LLC or Debtor paid the legal fees listed on Schedule 107, nor independent
2 bank records verifying the payments despite creditor's requests for such records starting months
3 before Debtor filed for Chapter 7 bankruptcy and in 341 hearings.

4 105. Debtor admitted that she received at least \$379,000 from Mr. Nickel and
5 admitted that JP LLC received \$379,000 from Mr. Nickel. Despite multiple requests, Debtor
6 continued to fail to provide Plaintiff and the other creditors with independent, verifiable records
7 tracing the funds. Debtor went to great lengths to prevent creditors for learning the truth about
8 her collectible assets. During collection efforts by Debtor's creditors, Debtor's deposition
9 testimony prior to filing for bankruptcy, her refusal to produce personal and business records,
10 and her refusal to sit for her debtor's exam to the point of a warrant issued for her arrest contrasts
11 with the information Debtor scheduled on her multiple changing bankruptcy schedules and 341
12 hearing testimony regarding Debtor's and her JSC LLC's and JP LLC's assets, loans and
13 payments to third parties. Because Debtor concealed the true, verifiable information about her
14 personal and alter-ego business assets, Debtor failed to provide Plaintiff and the other creditors
15 with complete disclosure of verifiable records accurately documenting Debtor's assets, debts and
16 transfers of assets to and from herself and her alter-egos JSC LLC and JP LLC since October
17 2018. Debtor's failure to provide accurate, verifiable records caused creditors to spend
18 significant resources to discover this financial information. Therefore, Debtor should be denied
19 discharge pursuant to 11 U.S.C §727(a)(3).

22
23 **FOURTH CAUSE OF ACTION FOR AN ORDER DENYING DISCHARGE**
24 **PURSUANT TO 11 U.S. CODE § 727(a)(4) of THE BANKRUPTCY CODE**
25 **(Against JAMIE LYNN GALLIAN and Does 1 through 100)**

26 106. Plaintiff incorporates the previous paragraphs of this Complaint as if set forth in
27 full.

28 107. Pursuant to 11 U.S.C 727(a)(4)(A), a debtor shall not receive a discharge if "the

1 debt knowing and fraudulently, in or in connection with the case—made a false oath or
2 account.” *See Retz v. Samson (In Re Retz)*, 606 F.3d 1189, 1200 (9th Cir. 2010).

3 108. Debtor signed her Chapter 7 Petition, Bankruptcy Schedules, Statements of
4 Financial Affairs and other documents filed with the Court under penalty of perjury,
5 acknowledging that the information provided therein was true and correct, even though she knew
6 some of the information provided was not true or correct.
7

8 109. At her initial, August 18, 2021 341 hearing, under penalty of perjury, Debtor
9 answered in the affirmative that she signed, read and was personally familiar with the petition,
10 schedules, state of financial affairs and related documents, and that there were no errors or
11 omission. Debtor nevertheless made several material omission and false oaths.

12 110. First, Debtor provided the Trustee with Debtor’s purported claim under penalty
13 of perjury that Plaintiff is not one of Debtor’s victims under the Debtor’s criminal convictions,
14 Case No. 18WM05278. Further, Debtor claimed in her documents that Plaintiff’s recording of
15 the criminal abstract of judgment issued by the Court in May 2021 was unlawful and a felony.
16 This is a false oath, as no less than 3 different courts in 3 different motions or filings have all
17 denied the Debtor’s claims prior to submitting this filing to the Bankruptcy Trustee as proof of
18 her claim that Plaintiff does not have a legitimate criminal restitution claim against the Debtor.
19 The Debtor answered Plaintiff’s First Amended Complaint and admitted this allegation is true in
20 Paragraph 100, Dockets 13-18.
21

22 111. Second, on Debtor’s Schedule A/B in the Main Case, she stated under penalty of
23 perjury that she originally held a 33.33% interest in JP. However, in her initial 341 hearing
24 dated August 18, 2021, Debtor first testified that she owned 1/3rd of JP, but then stated she and
25 her ex-husband Ron and Bob, the man she lives with, own the other two-thirds of JP.
26 Subsequently, Debtor scheduled under penalty of perjury a change in ownership to a 1/7th
27 interest in JP on her amended Schedule A/B and as testified in her second October 14, 2021 341
28 hearing, naming herself, Debtor’s family members and friends. Debtor then amended her

1 Schedule A/B again changing her JP ownership interest to 70%. After that, Debtor amended her
2 Schedule A/B again changing her JP ownership interest to 33.33%. Each amendment to her
3 schedules was done without accounting for the change in interest/value. Despite requests by
4 creditors, Debtor never provided any business records explaining any of the changes in her
5 ownership interest. As provided in more detail in Paragraphs 92-99, *supra*, Debtor never filed a
6 Corporate Ownership Statement until March 16, 2022 long after Plaintiff spent huge amount of
7 time and resources on discovery of the Debtor's JSC LLC and JP LLC. Therefore, Debtor made
8 false oaths about her ownership interest in JP LLC on her bankruptcy schedules in order to
9 hinder, delay or defraud Plaintiff and the other creditors.

10 112. Third, Debtor claimed on her bankruptcy schedules that JP LLC's sole asset was
11 holding a security lien on a promissory note on JSC LLC's mobile home and then on her mobile
12 home which she transferred to herself after filing for Chapter 7 bankruptcy. However, this was a
13 false oath. Debtor sole documentation provided to the Trustee was an unsigned and undated
14 document that Debtor claimed was proof of her loan of \$225,000 to her alter ego JSC LLC and
15 her assignment of her rights under the loan to her other alter-ego JP LLC. As described in
16 Paragraph 103, *supra*, Debtor further testified in her October 14, 2021 341 hearing that her CPA
17 would provide the creditors with her businesses' profit and loss accounting statement to prove
18 the loan repayments. Only after Plaintiff spent months of time and resources on discovery,
19 Debtor admitted that JSC LLC never made any payments on the loan held by JP LLC. In
20 addition, the bank records show that Debtor transferred approximately \$75,000 into JP LLC
21 which Debtor concealed while paying her criminal bail amounts, restaurants, personal credit
22 cards, and some legal fees at a time when she falsely claimed she was indigent in criminal court
23 in order to obtain a public defender and a public appellate attorney to represent her in OCSC
24 Case No. 18WM05278. In addition, the bank records show that Debtor withdrew JP LLC funds
25 in tens of thousands of dollars in cash and cashier's checks without any business records and
26 which should have been properly accounted for. These omissions are false oaths, which were
27 intended to hinder and delay Plaintiff's and other creditors from collecting debts. They are
28 material because they are relevant to debtor's financial affairs and business dealings, which

Trustee must assess in order to properly administer the estate, including pursuing possible fraudulent transfer actions on behalf of the estate.

113. Fourth, Debtor scheduled a \$7400 Fidelity IRA account balance on Schedule A/B in the Main Case (Schedule A/B, Item 21, DK 1, DK 16, DK 22, DK 37, DK 38, DK 39, DK 72) claiming all of it to be qualified retirement plan exempt assets when Debtor knew that approximately \$7300 in her Fidelity IRA account came from her transfer of funds from JSC LLC, which originated from cashier's checks from Mr. Nickel. Despite filing numerous amended bankruptcy schedules, Debtor never disclosed the truth about the funds she listed on Schedule A/B as Fidelity IRA qualified rollover funds. These false oaths are material because they concealed collectible bankruptcy estate funds.

114. Fifth, on Debtor's statement of financial affairs (SOFA) filed in the Main Case, she stated that she had not sold, traded, or otherwise transferred any property to anyone outside the ordinary course of business within the past two years prior to bankruptcy. However, Debtor appears to have engaged in a series of transfers of personal funds from Mr. Nickel between her JSC LLC Chase account ending in #7860, her Fidelity IRA account, and her JP LLC Bank of America account ending in #1274, as well as transfers of funds from her United Airlines 401k plan to JSC LLC Chase account ending in #7860. Specifically, Debtor scheduled income from her United Airlines 401k plan within 1 year of filing her original bankruptcy petition. Debtor amended her schedules to claim that the 401k plan income was due to a defaulted 401k loan, which, if true, meant that the 401k plan income was solely "on paper" without receiving a distribution of cash. On Debtor's amended her schedules, Debtor never disclosed that a little more than \$14,000 of the 401k plan income was directly transferred from her United Airlines 401k plan to her JSC LLC Chase account ending in #7860 on or about July 27, 2020. This false oath is material because it conceals a fraudulent transfer of estates assets available for the Trustee to pay the debts of the Debtor. Without knowledge of these transfers, Trustee would be unable to pursue a fraudulent transfer action to recover assets benefit of the state and its creditor.

115. Sixth, as detailed in Paragraph 102, supra, Debtor admitted she took \$175,000 from \$379,000 from Mr. Nickel and gave it to Lisa Ryan. Debtor then testified under oath that

1 she paid Lisa Ryan four cashier's checks totaling \$170,000 from Debtor's personal account and
2 gave the Trustee copies of the front of four Chase cashier's checks that appear to match her
3 testimony and schedules. After Plaintiff expended substantial fees for discovery to obtain bank
4 records for the Debtor, Debtor's alter-ego JSC LLC and alter-ego JP LLC from January 1, 2018
5 through the date of the subpoenas, Plaintiff had to spend months searching through hundreds of
6 pages of records and stacks of cashier's checks that ultimately showed that Debtor only gave
7 Lisa Ryan the three \$50,000 cashier's checks totaling \$150,000 from Debtor's newly opened
8 JSC LLC's Chase bank account ending in #7860 in November 2018. The bank records show that
9 Debtor kept the \$20,000 cashier's check payable to Lisa Ryan and deposited it into Debtor's
10 personal Chase account ending in #0186 in December 2018 and then Debtor transferred \$18,000
11 of that amount into her JSC LLC Chase account ending in #7860 on the same day. Debtor
12 provided no proof and Plaintiff could not located any evidence that Lisa Ryan received any cash
13 from Debtor nor Debtor's alter-egos JSC LLC or JP LLC. This false oath is material because it
14 conceals a fraudulent transfer of estates assets available for the Trustee to pay the debts of the
15 Debtor. Without knowledge of these transfers, Trustee would be unable to pursue a fraudulent
16 transfer action to recover assets benefit of the state and its creditor.

17 116. Seventh, as detailed in Paragraph 86, *supra*, Debtor scheduled on Schedule 107
18 and testified that she paid \$113,000 in personal legal fees. Debtor further testified in her October
19 14, 2021 341 hearing that she transferred \$175,000 of \$379,000 Mr. Nickel funds to JSC LLC to
20 pay her legal fees and other expenses. After Plaintiff incurred substantial expenses for discovery
21 to obtain bank records for the Debtor, Debtor's alter-ego JSC LLC and alter-ego JP LLC from
22 January 1, 2018 through the date of the subpoenas, Plaintiff had to spend many weeks reviewing
23 hundreds of pages of records and analyzing stacks of cashier's checks which totaled \$355,000
24 that Debtor deposited into her alter ego JSC LLC Chase bank account ending in #7860. Plaintiff
25 also spent weeks reviewing the bank records to determine what amount, if any, was paid for
26 Debtor's legal fees. Plaintiff located approximately \$30,000 in legal fees and \$2800 in court
27 transcript/costs paid by JSC LLC to Debtor's personal attorneys and court case costs. Therefore,
28 Debtor's scheduled attorney's fees on her SOFA, original and amended Schedule 107

(Scheduled 107, DK 1 Item 16, Schedule 107, DK 15, DK 16, DK 37, DK 38, DK 72 Item 18) continue to be false oaths. These false oaths are material because they concealed collectible bankruptcy estate funds.

117. Eighth, Debtor states in her schedules that she has an unexpired ground lease allegedly involving Tract 10542, Unit 4, Lot 376 16222 Monterey Lane. Debtor's allegation that the mobile home located at 16222 Monterey Lane, Space 376 is in Tract 10542 is a false oath. As Plaintiff provided in **Exhibit 1**, the Condominium Plan shows only condominiums in the Association are located in Tract 10542. There is a defaulted sublease between BS Investors and Debtor for the condominium, 4476 Alderport. Debtor then made another false oath alleging she is entitled to California Covid Relief rent relief program funds based on Debtor's lease agreement with the owners of the mobile home park. However, Debtor admitted under penalty of perjury on January 19, 2022 in her pleadings in the state court interpleader action, Houser Bros. Co. v. Gallian, OCSC Case No. 30-2021-01236940, ROA #21, that Houser Bros. Co., the mobile home park owner, denied Debtor's application to rent a mobile home park space and therefore never entered into a rental agreement with Debtor. Therefore, Debtor's false oaths regarding a non-existent mobile home park lease and covid relief rent monies are material because these false oaths, along with the multiple false oaths enumerated above on her schedules, indicate a pattern of intentional deceit on her schedules in order to hinder, delay or defraud Plaintiff and the other creditors.

118. Ninth, on Schedule A/B, Part 3, Item 8, Debtor initially scheduled that she did not have any collectible items. In fact, Debtor has an extensive Lladro porcelain figurine collection. Debtor amended her Schedule A/B, Part 3, Item 8, amended her schedules and admitting she has 20 figurines, and then scheduling a fair market value of \$1900 for the collection. However, Debtor's schedule claiming the twenty (20) figurines are only worth a total of \$1900 is a false (Schedule A/B, Item 8, Dk 15, Dk 16, Dk 22, Dk 37, Dk 38, Dk 72). Debtor received at least seven (7) Lladro porcelain figurines from Sandra Bradley, who supplied a list under penalty of perjury attached as an exhibit to Ms. Bradley request for an elder-abuse restraining order against the Debtor, Bradley v. Gallian, OCSC Case No. 30-2017-00924559-

1 PR-OP-CJC, attached hereto as **Exhibit 10**. Ms. Bradley's listed the purchase prices of these
2 seven Lladro figurines, which total \$12,520. Therefore, Debtor's scheduled value of twenty (20)
3 Lladro porcelain figurines at \$1900 is a false oath that has never been cured by any of Debtor's
4 amended schedules. These false oaths are material because they concealed collectible
5 bankruptcy estate assets.

6 119. Debtor made the foregoing omissions and false oath knowingly by acting
7 deliberately and consciously. Debtor deliberately and consciously signed the schedules and
8 statement of financial affairs knowing that the information provided was not completely true and
9 correct. Thereafter, at her section 341 hearing of the creditors, Debtor testified under penalty of
10 perjury that there were no inaccuracies in her schedules or statement of financial affairs. This
11 supports a finding that Debtor acted knowingly in making the omissions and false oaths.

12 120. According, Debtor is not entitled to a discharge pursuant to 11 U.S.C §727(a)(4).

13 **FIFTH CAUSE OF ACTION FOR AN ORDER DENYING DISCHARGE**
14 **PURSUANT TO 11. U.S. CODE § 727(a)(5) OF THE BANKRUPTCY CODE**
15 **(Against JAMIE LYNN GALLIAN and Does 1 through 100)**

16 121. Plaintiff incorporates the previous paragraphs of this Complaint as if set forth in
17 full.

18 122. Bankruptcy Code §727(a)(5) provides, in relevant part, that a debt may not be
19 discharged if the debtor "has failed to explain satisfactorily, before determination of denial of
20 discharge under this paragraph, any loss of assets or deficiency of assets to meet the debtor's
21 liabilities."

22 123. Debtor is not entitled to bankruptcy discharge because Debtor has failed to
23 explain satisfactorily, before determination of denial of discharge under this paragraph, any loss
24 of assets or deficiency of assets to meet the debtor's liabilities.

25 124. Debtor has failed to explain satisfactorily the purchase and series of transfers
26 involving the mobile home, 16222 Monterey Lane, Space 376, including but not limited to the
27 circumstances surrounding the alleged loan of \$225,000 between JP, JSC, and Debtor for the
28 purchase of the mobile home. Debtor has further failed to explain the purported purchase sum of

1 \$175,000 via four cashier's checks payable to Lisa Ryan in a concealed transfer between
2 Debtor's alter-ego JSC LLC and Lisa Ryan, and specifically the loss of \$20,000 from one of
3 these cashier's checks that Debtor kept for herself and could be used to pay Plaintiff's
4 judgments.

5 125. Debtor has failed to explain satisfactorily, namely produce any documentation,
6 evidencing that there exists any lease agreement or that there exists any legal right to Covid
7 relief rent program funds that may be assets available to pay creditors.

8 126. Debtor, as detailed in Paragraph 87, *supra*, has been unable to explain the terms
9 of the purported sale of 4476 Alderport in October 2018, how much she sold 4476 Alderport for
10 and where the proceeds went, including any agreements between herself and the subsequent
11 purchaser for the return of the condominium to the Debtor and the Debtor's reversionary interest
12 held in the condominium listed on Debtor's Scheduled A/B that could be used to pay her
13 judgment debts.

14 127. Debtor has made ever-changing claims regarding her ownership interest in her
15 alter-ego JP LLC, by filing multiple California Secretary of State Statements of Information
16 since 2018, via deposition testimony, filing bankruptcy schedules and testifying in 341 hearings.
17 After Plaintiff sued Debtor's alter-egos JP LLC and JSC LLC, Debtor terminated these
18 companies. Plaintiff spent thousands of dollars on discovery and months of work trying to
19 analyze the hundreds of pages of financial records that showed the Debtor hid approximately
20 \$75,000 in her JP LLC in order to gain public defenders and pay her bail for her arrests for
21 continuing to violate the restraining order protecting Plaintiff and my then 7-year-old daughter.
22 Debtor suddenly filed a late Corporate Ownership Statement under Docket 29 for the first time
23 claiming that she was the sole owner of both JP LLC and JSC LLC since October 2018.
24

25 128. To date, the Debtor appears to have hidden and/or transferred away her personal
26 assets to related entities or close associates created within days of incurring court judgments in
27 favor of Plaintiff and the Association. Debtor's actions allowed Debtor to claim she was
28

1 indigent in order to obtain public defenders and public appellate attorneys for free for her
2 criminal court cases. Debtor's transfers of assets occurred without business records, without
3 purchase agreements, without valid lease agreements, and without transparent escrows to ensure
4 proper payment to secured creditors, including Plaintiff. Instead, Debtor claims on her original
5 and multiple amended SOFA, Schedule 107 (Scheduled 107, DK 1 Item 16; Schedule 107, DK
6 15, DK 16, DK 37, DK 38, DK 72 Item 18) to have spent over \$100,000 on her personal legal
7 fees without providing any verifiable evidence of where those funds came from, to which
8 attorney the funds were paid with verifiable payment receipts, despite Plaintiff and her other
9 creditors requesting the flow of the funds she received from Mr. Nickel in a purported concealed
10 purchase of 4476 Alderport condominium Sublease. Debtor also failed to disclose on her
11 original and amended SOFA, Schedule 107 (DK 1, DK 15, DK 16, DK 37, DK 38, DK 72,
12 Schedule 107, Part 2, Item 5), that she transferred \$14002.53 of personal funds to her alter-ego
13 JSC LLC from her United 401k plan within 1 year of filing her original petition, testified and
14 scheduled it as income "on paper" due to her defaulted 401k retirement plan loan and failed to
15 explain with verifiable bank and other business records what happened to those monies. Debtor
16 had no rent nor utility bills due to Debtor squatting in the JSC LLC's mobile home in a mobile
17 park without a rental agreement since November or December 2018. Debtor's failure to explain
18 the thousands of dollars withdrawn from of JP LLC, JSC LLC and Debtor's personal bank
19 accounts that should have been dedicated to the payment of her judgment debts should result in a
20 denial of discharge pursuant to 11 U.S.C. § 727(a)(5).

21
22
23
24 129. As a result of her failure to explain satisfactorily material issues related to Debtor
25 deficiencies of assets held personally and through her alter-ego limited liability companies,
26 Debtor should be denied discharge pursuant to 11 U.S.C. § 727(a)(5).

27 //

28 //

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray for judgment against Defendants, and each of them, as follows:

1. For an Order denying a discharge of Plaintiff and Creditor, Janine Jasso's claim against Debtor Gallian for Plaintiff's criminal restitution judgment;
2. For an Order denying a discharge of Plaintiff and Creditor, Janine Jasso's claim against Debtor Gallian for Plaintiff's civil judgment;
3. For an Order adding Debtor's alter-egos JP and JSC LLCs as named debtors on both the criminal restitution judgment and civil judgments;
4. For an Order setting aside the purported assignment of the condominium sublease from Debtor Gallian to Nickel;
5. For an Order setting aside the transfers of funds from JP or JSC to the Debtor, Mr. Randall Nickel, Ms. Lisa Ryan, and between JP and JSC LLCs;
6. For an order determining Debtor should be denied discharge;
7. For damages according to proof at trial;
8. For reasonable attorney's fees;
9. For costs of suit incurred herein; and
10. For such other and further relief as may be just and proper.

DATED: January 27, 2023


Janine Jasso
In Pro Per

EXHIBIT 1

SHEET 1 OF 5 SHEETS

CONDOMINIUM PLAN

LOT NUMBER 142

TRACT NO. 10542

IN THE CITY OF MOUNTAIN VIEW
COUNTY OF ORANGE
STATE OF CALIFORNIA

BK 13358 PG 1194

WHEN RECORDED MAIL TO
FIRST AMERICAN TITLE COMPANY
114 EAST FIFTH STREET
SANTA ANA, CALIFORNIA 92701
ATTN: CRACK HOLEY

RECORDED IN THE RECORDS
OF ORANGE COUNTY, CALIFORNIA
*12:40 PM OCT 18 1979

LEE A. BRANCH, County Recorder

CERTIFICATE UNDER CALIFORNIA CIVIL CODE SECTION 1352

WE THE UNDERSIGNED, BEING ALL OF THE RECORD OWNERS OF AND RECORD HOLDERS OF SECURITY INTERESTS IN THE REAL PROPERTY, DESCRIBED IN THE DOCUMENTS HEREINAFTER MENTIONED, DO HEREBY CERTIFY THAT:

WE HEREBY CONSENT TO THE RECORDATION OF THE PLAN OF CONDOMINIUM, PURSUANT TO CHAPTER 1, TITLE 5, PART 4, DIVISION 3 OF THE CIVIL CODE, CONSISTING OF (I) THE DESCRIPTION OF SURVEY MAPS OF THE SURFACE OF THE LAND INCLUDED WITHIN THE PROJECT, AS OF SURVEY MAPS ARE SET FORTH UPON OR CONSTITUTED BY MAP SHOWING LOT 1 & 2 OF TRACT NO. 10542 IN THE CITY OF MOUNTAIN VIEW, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER BOOK 114, PAGE 1194 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND WHICH SUBDIVISION MAP IS HEREBY INCORPORATED HEREIN; (II) THE DIAGRAMATIC FLOOR PLANS ATTACHED HERETO; AND (III) THIS CERTIFICATE.

DATE: Oct 4, 1979

HOUSER BROS., CO., A LIMITED PARTNERSHIP

VERNON F. HOUSER
GENERAL PARTNER

CLIFFORD C. HOUSER
GENERAL PARTNER

ROBERT P. WASHINGTON, OPTIONEE UNDER AN OPTION AGREEMENT RECORDED IN BOOK 12912, PAGE 1053 OF OFFICIAL RECORDS.

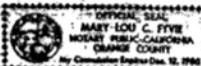
ROBERT P. WASHINGTON
OPTIONEE

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)

ON THIS 4TH DAY OF OCTOBER, 1979, BEFORE ME, MAURICE S. COOK, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED VERNON F. HOUSER AND CLIFFORD C. HOUSER KNOWN TO ME TO BE THE PARTNERS OF HOUSER BROS., CO., A LIMITED PARTNERSHIP THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES 12/10/80

WITNESS MY HAND AND
OFFICIAL SEAL.

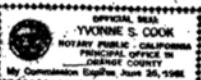


NOTARY PUBLIC IN AND FOR SAID STATE

STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)

ON THIS 4TH DAY OF OCTOBER, 1979, BEFORE ME, MAURICE S. COOK, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROBERT P. WASHINGTON KNOWN TO ME TO BE THE PERSON DESCRIBED IN, AND WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

MY COMMISSION EXPIRES 6/26/81 WITNESS MY HAND
AND OFFICIAL SEAL.



NOTARY PUBLIC IN AND FOR SAID STATE

I HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA; THAT THIS PLAN, CONSISTING OF 5 SHEETS, CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY OF THIS CONDOMINIUM PROJECT, AND THE DELINEATION OF THE UNITS TO BE CONTAINED IN THE BUILDING AS BUILT THEREON.

DATED: Oct 4, 1979

John Madole
R. MADOLE, R.C.E. NO. 14814

This Project consists of all of the land and real property included within the boundary lines of Lot 1 and 2 of Tract 10542 in the City of Mountain View, County of Orange, State of California, as shown on a map recorded in Book 114, page 1194, inclusive of Miscellaneous Maps, in the office of the County Recorder of said County.

DEFINITIONS

1. Common Area: The term "Common Area" shall mean and refer to all of the property described above, except the Units, as described below.

2. Unit: The term "Unit" shall mean and refer to all of the elements of a Condominium, as defined below, not owned in common with the other owners of Condominiums in the Project.

3. Restricted Common Area: The term "Restricted Common Area" shall mean and refer to those portions of the Common Area which are reserved for the exclusive use of owners of particular units, as described herein.

4. Condominium: The term "Condominium" shall mean and refer to an interest in the Project consisting of (a) a Unit, (b) an undivided 1/80 interest in the Common Area, (c) certain designated exclusive right-to-use easements over Restricted Common Areas, (d) non-exclusive easement rights over the Common Area, and (e) a membership in the Mountain View Beach Club, Homeowners Association.

GENERAL NOTES

1. This Project is composed of Common Area and eighty (80) Units, which have been numbered from 1 to 80.

2. Each Unit shall contain and be composed of the following air parcels as defined below:

(a) A dwelling area air space parcel.

(1) Designated herein by the letter "D".

(2) Lateral boundaries for each dwelling area air space parcel are as shown on the typical diagrammatic plans attached hereto as Sheets 4 and 5.

(3) Elevations for dwelling area air parcels are as shown in the elevation tabulation attached hereto as Sheet 2.

(4) The boundaries of a dwelling area air space parcel are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and said air space parcel includes both the surfaces so described and the air space so encompassed.

(b) A patio air space parcel.

(1) Designated herein by the letter "P".

(2) Shall only exist on lower levels.

(3) Shall be owned by and be a part of the Unit to which it adjoins.

(4) Lateral boundaries for each patio air space parcel shall be the exterior finished surfaces of the perimeter wall, windows and doors of the adjoining Unit and partition walls, fences and rails where they exist; otherwise, they are the vertical planes at the limits of the horizontal dimensions set forth on the typical diagrammatic plans attached hereto Sheets 4 and 5.

(5) Elevations for patio air space parcels are as indicated in note no. 4 under Elevation Tabulation on sheet no. 2.

(c) A Garage air space parcel.

(1) Designated herein by the letter "G".

(2) Shall only exist on lower levels.

(3) Shall be owned by and be a part of the Unit for which it is designated on the typical diagrammatic plans attached hereto as Sheets 4 and 5.

(4) Lateral boundaries for each garage air space parcel are as shown on the typical diagrammatic plans attached hereto as Sheets 4 and 5.

(5) Elevations for garage air space parcels are as shown in the elevation tabulation attached hereto as Sheet 2.

(6) The boundaries of a garage air space parcel are the interior surfaces of the perimeter walls, floors, ceilings and doors thereof, and said air space parcel includes both the surfaces so described and the air space so encompassed.

BK 13358 PG 1197

BK 13358 PG 1198

CONDOMINIUM PLAN
LOT NUMBER 142
TRACT NO. 10542
IN THE CITY OF HUNTINGTON BEACH
COUNTY OF ORANGE
STATE OF CALIFORNIA

3. The Units do not contain bearing walls, columns, vertical supports, floors, roofs, foundation, railings, fences, gates, doors, central heating, central refrigeration and central air-conditioning equipment, reservoir tanks, pumps and other central services, pipes, ducts, flues, conduits, wires and other utility installations, wherever located except the outlets thereof when located within the Unit.

In interpreting deeds, declarations, and plans, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, plan or declaration, regardless of minor lateral movement of the building and regardless of minor variance between boundaries shown on the condominium plan or in the deed and declaration and those of the building.

4. In addition to the air space parcels referred to above, certain Units include rights to certain Restricted Common Areas, as defined below:

(a) Entry Courts and Staircases.

- (1) Designated herein by the letter "E".
- (2) Lateral boundaries for entry courts are as shown on the typical diagrammatic plans attached hereto as Sheets 4 and 5.
- (3) Shall be for the exclusive use and enjoyment of the owners of the Unit which adjoins said entry court, and shall be designated as Restricted Common Area.
- (4) Entry courts on those buildings which have upper levels shall also include staircases to said upper levels. Such staircases shall be for exclusive use of the owners of the upper level Units to which they adjoin.

(b) Attic Space

- (1) Designated herein by the letter "A".
- (2) Shall be for the exclusive use and enjoyment of the owners of the Unit which adjoins said attic space.
- (3) Lateral boundaries of attic space shall be the same as that shown for the dwelling unit itself on diagrammatic plans attached hereto as sheets 4 and 5.

5. All boundary lines intersect at right angles unless otherwise indicated.

6. All elevations and dimensions are in feet.

7. All wall thicknesses are as shown on diagrammatic plans on Sheets 4 and 5.

8. Bench Mark: NB-229-72 1972 ADJUSTED ELEV. 11.183
IN THE SOUTHWEST PART OF THE INTERSECTION OF BOUSA CHICA STREET AND EDINGER AVE., 190 FT. SOUTH OF THE CENTERLINE OF EDINGER, 58.5 FT. WEST OF CENTERLINE OF BOUSA CHICA, 10.5 FT. WEST OF THE CURB FACE, 1 FT. SOUTH OF A 36 FT. CONC. DRIVEWAY DEPRESSION, 4' SOUTHEAST OF THE CENTER OF A 5 INCH DIAMETER STEEL LAMP POST, SET IN THE TOP OF A CONCRETE POST, 0.2 FOOT HIGHER THAN THE CURB.

ELEVATION TABULATION

UNIT NO.	TYPICAL FOR ALL FIRST FLOOR DWELLING FINISHED FLOOR ELEVATIONS.	TYPICAL FOR ALL GARAGE FINISHED FLOOR ELEVATIONS AT ENTRANCE.	TYPICAL FOR ALL GARAGE CEILING ELEVATIONS.
1-4	10.53	9.53	16.64
5-8	10.76	9.76	16.86
9-12	10.76	9.76	16.86
13-16	10.40	9.40	16.50
17-20	10.70	9.70	16.60
21-24	10.90	9.90	16.80
25-28	11.50	10.50	17.40
29-32	11.50	10.50	17.40
33-36	11.40	10.40	17.30
37-40	11.90	10.90	17.80
41-44	11.90	10.90	17.80
45-48	11.90	10.90	17.80
49-52	11.70	10.70	17.60
53-56	11.70	10.70	17.60
57-60	11.70	10.70	17.60
61-64	10.80	9.80	16.70
65-68	10.80	9.80	16.70
69-72	10.63	9.63	16.53
73-76	10.76	9.76	16.76
77-80	10.52	9.52	16.52

NOTES:

- 1. ALL FINISHED CEILINGS FOR FIRST FLOOR DWELLING AREAS ARE TYPICALLY 8.1' ABOVE THEIR RESPECTIVE FIRST FLOOR DWELLING AREA FINISHED FLOOR AS TABULATED ABOVE, UNLESS SHOWN OTHERWISE.
- 2. ALL SECOND FLOOR FINISHED FLOOR ELEVATIONS ARE TYPICALLY 9.1' ABOVE THE FINISHED FLOOR FOR THEIR RESPECTIVE FIRST FLOOR DWELLING AREA AS TABULATED ABOVE, UNLESS SHOWN OTHERWISE.
- 3. ALL SECOND FLOOR FINISHED CEILING ELEVATIONS ARE TYPICALLY 8.1' ABOVE THEIR RESPECTIVE SECOND FLOOR DWELLING AREA FINISHED FLOOR ELEVATION AS INDICATED IN NOTE 2.
- 4. IN THE CASE OF UNITS 4, 8, 12, 16, 20, 24, 28, 32, 36, 40, 44, 48, 52, 56, 60, 64, 68, 72, 76 & 80 (SECOND FLOOR UNITS ONLY) THE FINISHED FLOOR ELEVATIONS ARE THE SAME AS THE ADJACENT SECOND FLOOR UNITS WITHIN THE SAME BUILDING.
- 5. ALL PRICES ARE AT FIRST FLOOR LEVEL AND THEREFORE SURFACE 14.5' BELOW THE FIRST FLOOR DWELLING FINISHED FLOOR ELEVATIONS TOWHICH THE GARAGE ARE ATTACHED. THE VERTICAL SEPARATION OF THE PRTO AIR SPACE IS TYPICALLY 8.49' ABOVE THEIR FINISH SURFACE.

BK 13358 PG 1199

BK 13358 PG 1200

SHEET 5 OF 5 SHEETS

BK 13358 PG 1201

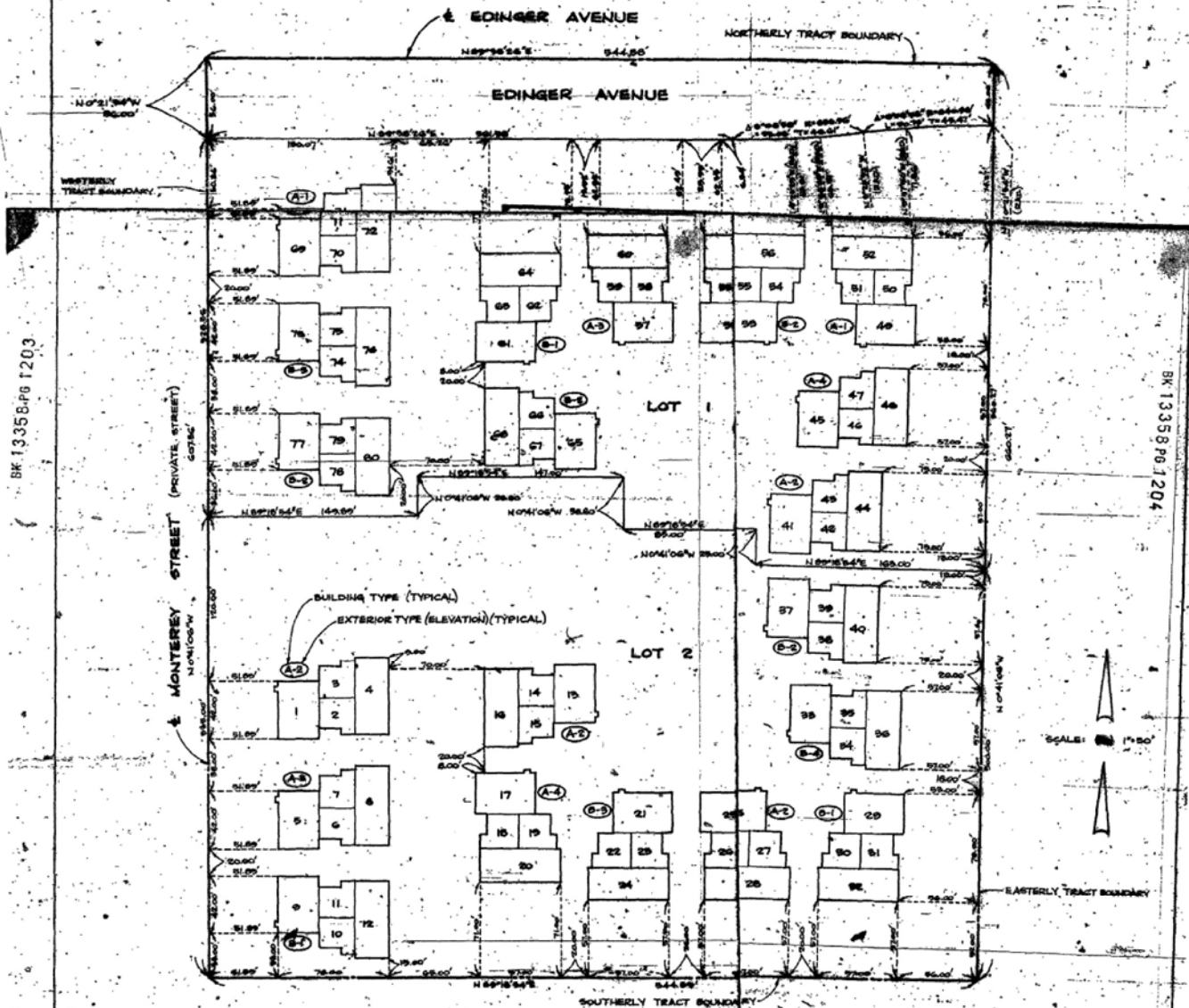
CONDOMINIUM PLAN.

LOT NUMBER 1 & 2

TRACT NO. 10542

IN THE CITY OF HUNTINGTON BEACH
COUNTY OF ORANGE
STATE OF CALIFORNIA

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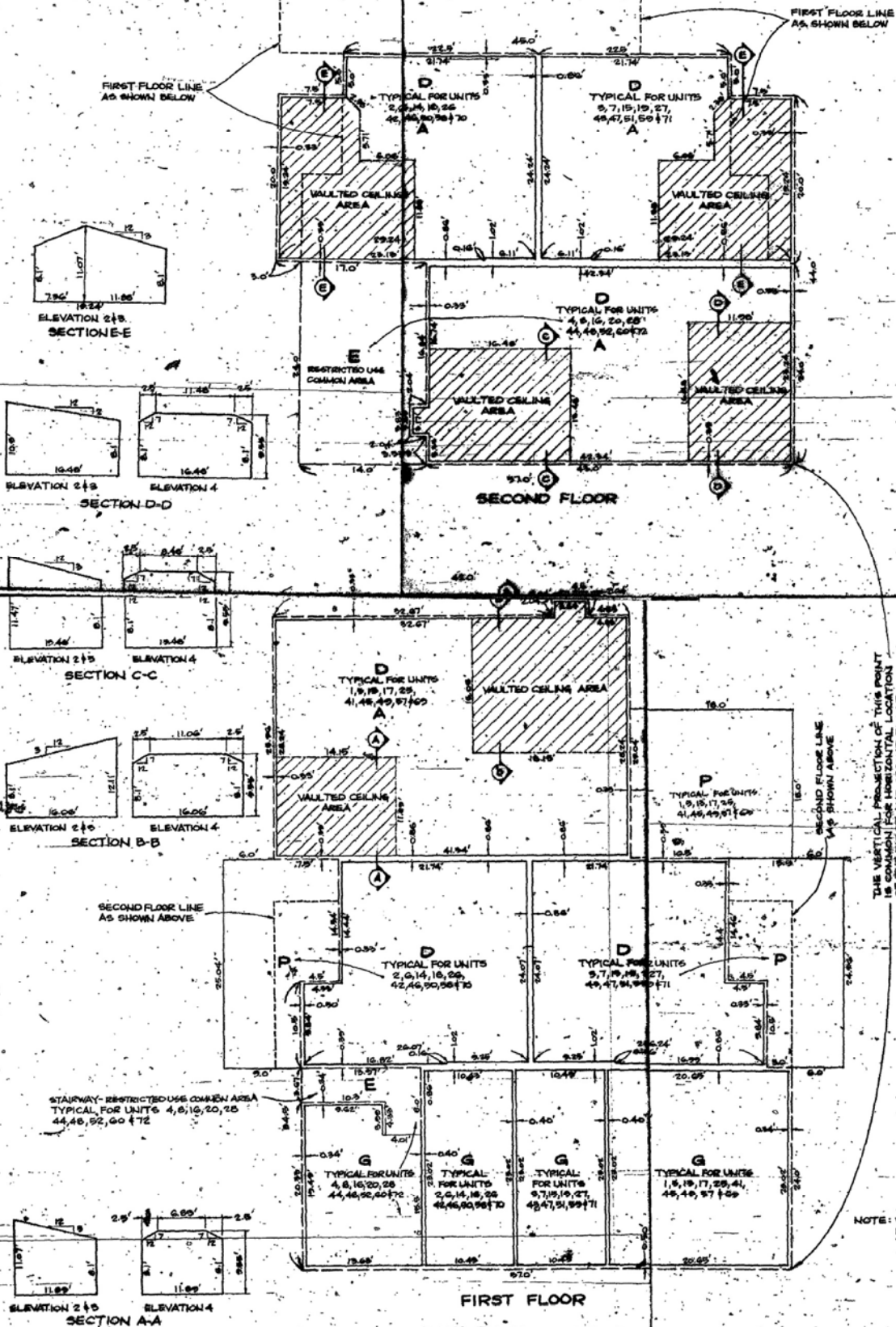
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CONDOMINIUM PLAN

LOT NUMBER 142

TRACT NO. 10542

IN THE CITY OF HUNTINGTON BEACH
COUNTY OF ORANGE
STATE OF CALIFORNIA



SHEET 5 OF 5 SHEETS

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CONDOMINIUM PLAN

BK 13358 PG 1210

LOT NUMBER 142

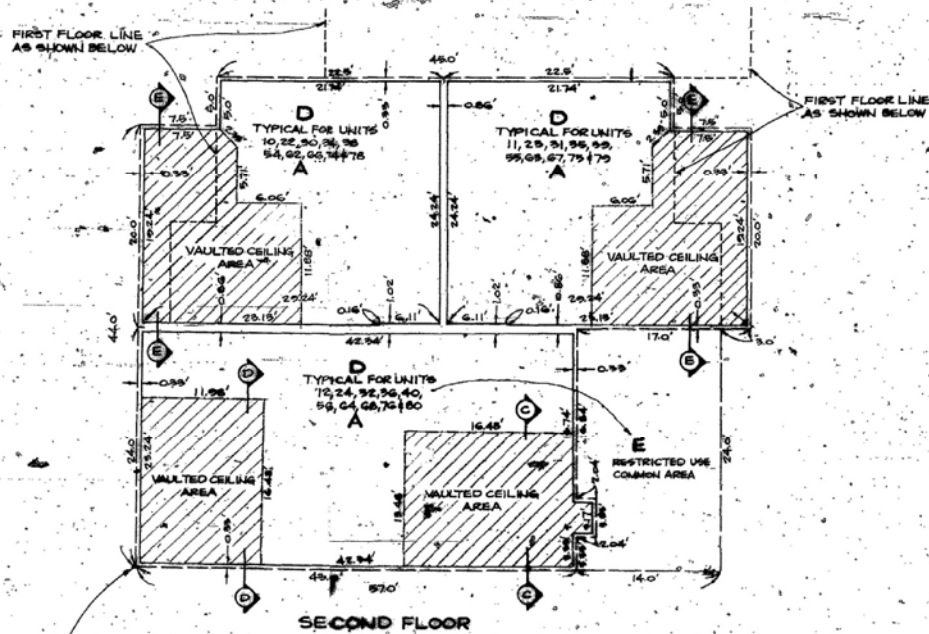
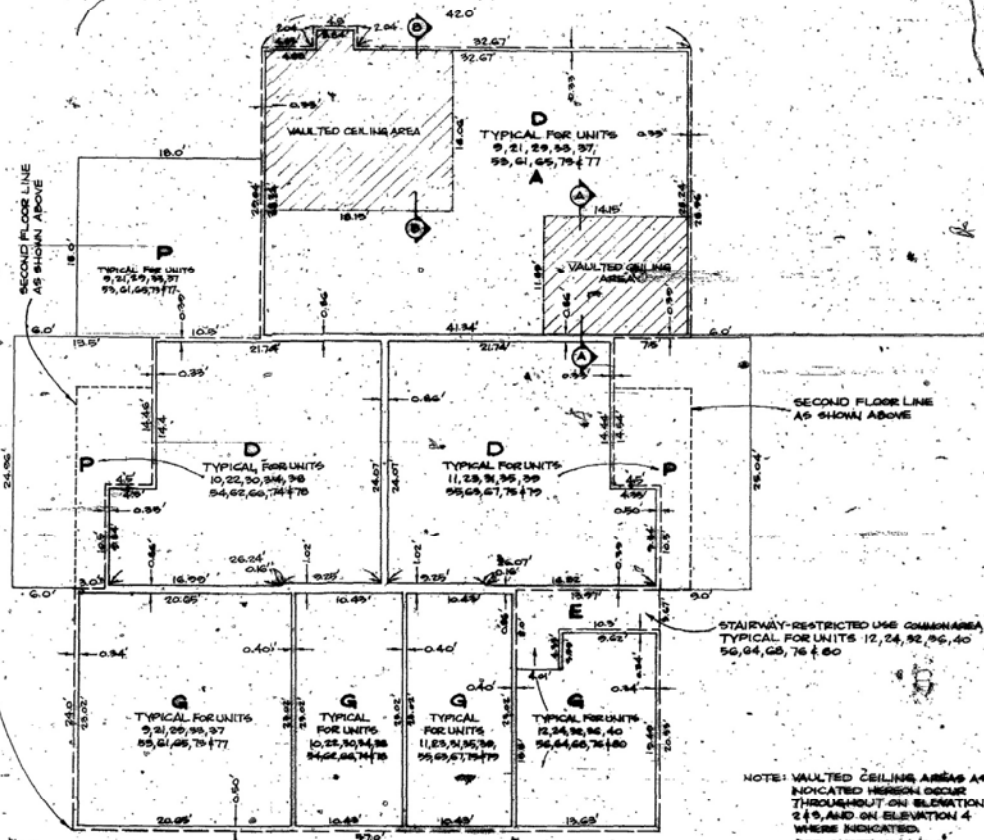
TRACT NO. 10542IN THE CITY OF HUNTINGTON BEACH
COUNTY OF ORANGE
STATE OF CALIFORNIAFIRST FLOOR LINE
AS SHOWN BELOWFIRST FLOOR LINE
AS SHOWN BELOW**SECOND FLOOR**THE VERTICAL PROJECTION OF THIS POINT
IS COMMON FOR HORIZONTAL LOCATION
OF THE FIRST AND SECOND FLOORSECOND FLOOR LINE
AS SHOWN ABOVE**FIRST FLOOR****BUILDING TYPE B**NOTE: VAULTED CEILING AREAS AS
INDICATED HEREON OCCUR
THROUGHOUT ON ELEVATIONS
2 & 3, AND ON ELEVATION 4
WHERE INDICATED.
SEE SHEET NO. 4 FOR
VAULTED CEILING SECTIONS.

EXHIBIT 2

WHEN RECORDED RETURN TO:
Meserve, Mumper & Hughes
4440 Von Karman Avenue, Suite 330
Newport Beach, California 92660

Attn: Frank D. Stiefel, Esq.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

4 20 P.M. MAY 28 '80

LEE A. BRANCH, County Recorder

\$54.00
67

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE HUNTINGTON BEACH GABLES

LOTS 1 AND 2 OF TRACT NO. 10542
CITY OF HUNTINGTON BEACH
ORANGE COUNTY, CALIFORNIA

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE HUNTINGTON BEACH GABLES

LOTS 1 AND 2 OF TRACT NO. 10542
CITY OF HUNTINGTON BEACH
ORANGE COUNTY, CALIFORNIA

THIS DECLARATION, made this 21st day of May,
1980, by THE ROBERT P. WARMINGTON CO., a California corporation,
(hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of a subleasehold
interest in certain real property in the City of Huntington
Beach, County of Orange, State of California, described as:

Lots 1 and 2 of Tract 10542 as per map recorded in
Book 456, Pages 49 and 50, inclusive, of
Miscellaneous Maps, in the Office of the County
Recorder of Orange County, California.

WHEREAS, said real property is owned in fee by HOUSER
BROS. CO., a California limited partnership, in which Clifford C.
Houser and Vernon F. Houser are general partners, (hereinafter
referred to as "Lessor"); and

WHEREAS, said real property has been leased by Lessor to
Robert P. Warmington, an individual, (hereinafter referred to as
"Lessee") pursuant to a Ground Lease dated October 19, 1979,
and as evidenced by a Short Form Memorandum recorded on
December 6, 1979, in Book 13424, pages 499,
et seq., of the Official Records of Orange County,
California; and

WHEREAS, Lessee has subleased the Property to Declarant,
who now desires to divide its interest in the property and
improvements thereon into a condominium project as defined in
Sections 783 and 1350 of the California Civil Code in accordance
with a recorded condominium plan for the project, as hereinafter
defined; and

WHEREAS, Declarant has therefore deemed it desirable to
impose a general plan for the improvement and development of said
tract and all of the property described herein and the adoption
and establishment of covenants, conditions and restrictions upon
said real property and each and every lot and portion thereof and
upon the use, occupancy and enjoyment thereof, all for the

purpose of enhancing and protecting the value, desirability and attractiveness of said tract; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said tract to create a corporation to which should be delegated and assigned the powers of administering and enforcing these covenants, conditions and restrictions, and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION, a nonprofit corporation, has been incorporated under the laws of the State of California for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Lessor and Lessee have agreed to the restrictions to be imposed hereby and authorize the recordation of this Declaration, and evidence this agreement and authorization by executing this Declaration below; and

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of said units and property described above shall be held, sold, assigned, leased, encumbered, hypothecated, used, improved, and conveyed subject to the following covenants, conditions and restrictions and easements which are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions and restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1.1. Association: "Association" shall mean and refer to THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION, a nonprofit corporation, incorporated under the laws of the State of California, its successors and assigns.

Section 1.2. Board of Directors/Board: "Board of Directors" or "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 1.3. Common Area: "Common Area" means and refers to the entire Project, except the Units.

Section 1.4. Condominium: "Condominium" means a condominium as defined in Section 783 of the California Civil Code and as used herein means a Unit, together with (a) an undivided 1/80 interest as tenant in common in the Common Area, (b) certain exclusive or nonexclusive easements granted herein to an Owner, and (c) a Membership in the Association.

Section 1.5. Condominium Plan: "Condominium Plan" shall mean and refer to that certain Condominium Plan recorded or to be recorded by Declarant on the Project in the office of the County Recorder wherein the Property is located.

Section 1.6. County: "County" shall mean and refer to the County of Orange, State of California.

Section 1.7. Declarant: "Declarant" shall mean and refer to THE ROBERT P. WARMINGTON CO., a California corporation, its successors and assigns.

Section 1.8. Lessee: "Lessee" shall mean and refer to Robert P. Warmington, a married man, his heirs, successors, and assigns.

Section 1.9. Lessor: "Lessor" shall mean and refer to HOUSER BROS. CO., a California limited partnership, its successors and assigns.

Section 1.10. Member: "Member" shall mean and refer to every person or entity who holds Membership in the Association.

Section 1.11. Mortgage: "Mortgage" shall mean and refer to any mortgage, deed of trust, assignment of leasehold or subleasehold interest or other conveyance of a Unit, or any interest therein, including, but not limited to, the improvements developed thereon to secure the performance of an obligation, which obligation will be reconveyed upon completion of such performance.

Section 1.12. Mortgagee: "Mortgagee" shall mean and refer to mortgagees, trustees, beneficiaries and holders of deeds of trust, assignees of any leasehold or subleasehold interests, and the holders of any indebtedness secured by Mortgages.

Section 1.13. Owner/Ownership: "Owner" shall mean and refer to the record assignee of the rights of Declarant and/or Lessee to a Unit, but excluding those having such interest merely as security for the performance of an obligation. Such term shall also mean and refer to the Lessee or Lessor if either succeeds to the rights of said assignee through termination of any lease or sublease or by any other means. All references

herein to "ownership" shall mean and refer to the ownership of a leasehold or subleasehold interest.

Section 1.14. Project: "Project" shall mean and refer to the Property and all structures and other improvements thereon.

Section 1.15. Property: "Property" or "Properties" shall mean and refer to the leasehold interest in all of the real property hereinbefore described.

Section 1.16. Unit: "Unit" or "Units" shall mean and refer to the residential air space Units and related areas as shown on the recorded Condominium Plan, and means the elements of the Project which are not owned in common by the Owners of the Condominiums in the Project.

ARTICLE II CREATION OF CONDOMINIUMS

Section 2.1. Creation: Declarant, in order to establish a plan of condominium ownership for the Project, hereby covenants and agrees that it hereby divides the Project as follows:

(a) Into eighty (80) separately designated and legally described Units which are comprised of certain parcels of air space which are shown and more particularly described on the Condominium Plan; and

(b) The remainder of the Project which shall be deemed the Common Area and shall be subject to certain easements and restrictions as set forth in this Declaration and the Condominium Plan.

Section 2.2. Elements of Condominium: Each Condominium shall be comprised of the following elements:

(a) A Unit;

(b) An undivided 1/80 leasehold interest as tenant in common in the Common Area;

(c) Non-exclusive easement rights as described in this Declaration;

(d) Certain exclusive easement rights over the Common Area, defined hereinafter as Restricted Common Areas; and

(e) A membership in the Association.

Section 2.3. Non-Severability: Declarant, its successors, assigns, sublessees, and grantees, covenant and agree that the various elements of the Condominium Plan conveyed herewith shall not be separated or separately conveyed, and each such element shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument or conveyance or encumbrance may refer only to title to the Unit.

Section 2.4. Boundaries of Units: That portion of the Unit designed for use as a residence shall be bounded by and contained within the interior, undecorated surfaces of the perimeter walls, floors, ceilings, windows, fireplace boxes and doors. The Units do not, however, contain bearing walls, columns, vertical supports, floors, roofs, foundation, railings, fences, gates, garage doors, central heating; central refrigeration and central air-conditioning equipment, reservoir tanks; pumps and other central services, pipes, ducts, flues, conduits, wires and other utility installations, wherever located except the outlets thereof when located within the Unit.

In interpreting assignments, leases, subleases, deeds, declarations, and plans, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, assignment, lease, sublease, plan or declaration, regardless of minor lateral movement of the building and regardless of minor variance between boundaries shown on the Condominium Plan or in the assignment, lease, sublease or deed, and Declaration and those of the building.

ARTICLE III MEMBERSHIP IN ASSOCIATION

Section 3.1. Membership: Every Owner of a Unit which is subject to assessment shall be a Member of the Association, and ownership of such Unit shall be the sole qualification for such Membership. The terms and provisions set forth in this Declaration, which are binding upon all Owners of all Units and all Members in the Association, are not exclusive, as the Member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 3.2. Transfer: The Membership held by any Owner of a Unit shall not be transferred, pledged or alienated in any way, except upon the sale, assignment or encumbrance of such Unit and then only to the Purchaser or Mortgage holder of such Unit. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Unit should fail or refuse to transfer

the Membership registered in his name to the assignee of such Unit, the Association shall have the right to record the transfer upon the books of the Association.

Section 3.3. Voting Rights: The Association shall have two (2) classes of voting Membership.

Class A: Class A Members shall be all those Owners with the exception of the Declarant and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B: The Class B Member shall be the Declarant. The Class B Member shall be entitled to three votes for each Unit in which it holds the interest required for Membership by Section 1 of this Article; provided that the Class B Membership shall cease and become converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(b) The second anniversary of the Final Subdivision Public Report for this development.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association. Furthermore, notwithstanding any provisions herein excluding the vote of the Declarant, any provision herein calling for membership approval of action to be taken by the Association, except provisions with respect to the action referred to in Section 4.4, below to enforce the obligations of the Declarant, shall expressly require the vote or written assent of a prescribed percentage of each class of membership during the time that there are two outstanding classes of membership, as set forth above. Furthermore any such provision calling for the vote or written assent of each class of membership for the initiation of action by or in the name of the Association, any requirement other than in Sections 4.4, and 14.9, below, and Section 10.1 of the Bylaws, that the vote of the Declarant shall be excluded in any such determination shall be applicable only if there has been a conversion of Class B to Class A shares and only for so long as the Declarant holds or directly controls twenty-five percent (25%) or more of the voting power of the Association.

T 10542
per 5/28/50

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS

Section 4.1. Members' Easements of Enjoyment: Declarant hereby grants to the Owner of each Unit a non-exclusive easement for access over the Common Area. Every Member shall have a right and easement of ingress and egress and of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to limit the number of guests of Members.

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof.

(c) The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, to mortgage said property, provided that the rights of such mortgages shall be subordinate to the rights of the Members, and provided further that any such mortgage shall have the prior approval of at least seventy-five percent (75%) of all first Mortgagees, as set forth below.

(d) The right of the Association to suspend the right to use of the recreational facilities by an Owner but only in accordance with the notice and hearing requirements set forth in the Bylaws.

(e) Those easement rights set forth in Article VII, below.

Section 4.2. Delegation of Use: Any Member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants or contract purchasers who reside in his Unit.

Section 4.3. Waiver of Use: No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Unit owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Unit.

Section 4.4. Common Area Improvements: If Common Area improvements which are to be erected upon the Common Area by Declarant have not been completed prior to the issuance of the Subdivision Public Report and the Association is the obligee under a bond or other arrangement (hereafter "Bond") to secure performance of the commitment of Declarant to complete the

improvements, the Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the Bond with respect to any improvement for which a Notice of Completion has not been filed within sixty (60) days after the completion date specified for that improvement in the Planned Construction Statement appended to the Bond. If the Association has given an extension in writing for the completion of any Common Area improvement, the Board of Directors of the Association shall consider and vote on the question of action by the Association to enforce the obligations under the Bond if a Notice of Completion has not been filed within thirty (30) days after the expiration of the extension. If the Board of Directors of the Association determines that it will not initiate action to enforce the obligations under the Bond or fails to consider and vote on the question within the applicable time period set forth above, then, upon receipt of a petition signed by not less than ten percent (10%) of the total voting power of the Association, the Board of Directors of the Association shall hold a special meeting of Members not less than fifteen (15) days nor more than thirty (30) days after receipt of the petition for the purpose of voting to override the decision of the Board of Directors not to initiate action to enforce the obligations under the Bond or to consider and vote on the question if the Board of Directors has not acted. At this special meeting, a vote of a majority of the voting power of the Members, excluding Declarant, shall determine all matters presented regarding the enforcement of obligations under the Bond. Such vote to take action to enforce the obligations under the Bond shall be the decision of the Association and the Board of Directors shall thereafter implement this decision by initiating and pursuing appropriate action in the name of the Association.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 5.1. Creation of the Lien and Personal
Obligation of Assessments: The Declarant, for each Unit owned by it within the Property, hereby covenants and agrees to pay, and each Owner of any Unit by acceptance of a lease therefor, whether or not it shall be so expressed in such lease, is deemed to covenant and agree to pay to the Association certain assessments as described below, such assessments to be fixed, established and collected as hereinafter provided. Such assessments together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Unit and that portion of the leasehold estate appurtenant to said Unit and shall be a continuing lien upon said Unit and said leasehold estate against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the

assessment fell due. The personal obligation shall not pass to his successors in title until expressly assumed by them.

Section 5.2. General Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members of the Association, and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose, or to the payment to or reimbursement of other affected parties or governmental entities for the improvement and maintenance thereof, and related to the use and enjoyment of the Common Area and those Association responsibilities set forth herein.

Section 5.3. Regular Assessments: Regular Assessments shall be levied and collected by the Association in accordance with the following:

(a) Purposes: To cover the following expenses:

(1) Maintenance, management, operation, repair and replacement of the Common Area and all other areas on the Property which are maintained by the Association;

(2) Costs relating to the maintaining of a security guard gate adjoining the Property as determined from time to time by the Association and the owner of said adjoining property;

(3) Unpaid assessments;

(4) Cost of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees;

(5) The costs of utilities, trash pick up and disposal (if such services are provided) and other services benefiting the Owners and their Units to the extent such services are paid for by the Association;

(6) The costs of fire, casualty, liability, workmen's compensation and other insurance covering the Common Area;

(7) The costs of any other insurance obtained by the Association;

(8) Reasonable reserves as deemed appropriate by the Board;

(9) The costs of bonding any members of the Board, any professional management agent, or any other person handling the funds of the Association;

(10) Taxes paid by the Association;

(11) Amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Area or portions thereof;

(12) Costs incurred by any committees established by the Board;

(13) The costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Common Area, this Declaration, the Articles or the By-laws or in furtherance of the purposes of the Association or in the discharge of any obligations imposed on the Association by this Declaration;

(14) Lease payments, if any, required to be made on the Common Areas; and

(15) Association's proportionate share of the costs incurred for maintenance of Monterey Lane and the guard gates maintained thereon, if any, pursuant to that certain Agreement attached hereto as Exhibit "A".

(b) Amount and Type of Payment: Until the expiration of one (1) year immediately following the conveyance of the first Unit to an Owner, the maximum regular assessment shall be as set forth in the Final Subdivision Report for the Property. From and after said year, the maximum regular assessment may be increased each year by the Board of Directors, but not more than twenty percent (20%) above the maximum regular assessment for the previous year. The maximum regular assessment may be increased above twenty percent (20%) only by the vote or written assent of a majority of the voting power of the Members excluding Declarant.

(c) Date of Commencement: The regular assessments provided for herein shall commence as to all Units on the first day of the month following the closing of escrow on the sale of the first Unit to an Owner. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment against each Unit at least thirty (30) days in advance of each regular assessment period. Written

notice of the regular assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 5.4. Special Assessments: In addition to the regular assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association for that year shall require the vote or written assent of a majority of the voting power of the Members, excluding Declarant. In addition, special assessments may be levied against and collected from a particular owner and his Unit to reimburse the Association for certain costs or expenses that have been incurred by the Association or Declarant with respect to bringing the Owner and his Unit into compliance with the terms of this Declaration or with respect to materials or services furnished to such Owner or his Unit at his request or on his behalf as may be provided herein.

Section 5.5. Delinquency: Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent, and shall be subject to the following provisions. All references hereinafter made to the sale of a Unit shall also include the assignment of the leasehold or subleasehold interest therein.

(a) Right of Association: If any such assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth herein to foreclose the lien against the Unit, and there shall be added to the amount of such assessment, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorneys' fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right

and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments. No Owner may waive or otherwise escape the liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

(b) Notice of Lien: No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien (hereinafter referred to as "Notice of Delinquent Assessment") is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of said Unit, and a copy thereof is recorded by the Association in the office of the County Recorder; said Notice of Delinquent Assessment must recite a good and sufficient legal description of any such Unit, the record Owner or reputed Owner thereof, the amount claimed (which shall include interest on the unpaid assessment at the rate of six percent (6%) per annum, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

(c) Foreclosure Sale: Any such sale provided for above is to be conducted in accordance with the provisions of Sections 2924, 2924b, and 2924c of the Civil Code of the State of California, applicable to the exercise of powers of sale in mortgages and deed of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

(d) Curing of Default: Upon the timely curing of any default for which a Notice of Delinquent Assessment was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such Notice of Delinquent Assessment, upon payment by the defaulting Owner of a reasonable fee, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

(e) Cumulative Remedies: The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

(f) Subordination: A lien for regular and special assessments shall be subordinate to the lien of any first Mortgage. The sale or transfer of any Unit as a result of the exercise of a power of sale or a judicial foreclosure under a default under such first Mortgage or the termination of an Owner's interest in the Unit by Lessor shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No such transfer or termination as discussed above shall relieve the new Owner, be it the former beneficiary under the first Mortgage or other person, from liability for any assessments thereafter becoming due or from the lien thereof.

(g) Expiration of Lien: Unless sooner satisfied and released of the enforcement thereof initiated as hereafter provided such lien shall expire and be of no further force or effect one year from the date of recordation of the Notice of Delinquent Assessment. The one year period may be extended by the Association for not to exceed one additional year by recording a written extension thereof.

Section 5.6. Exempt Property: The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated to and accepted by a local public authority; (b) all Common Area; and (c) all properties exempted from taxation by the laws of the State of California, upon the terms and to the extent of such legal exemption.

Notwithstanding any provision herein, no land or improvements devoted to residential dwelling use shall be exempt from said assessments, charges or liens.

Section 5.7. Uniform Rate of Assessment: Except as provided for in Section 5.4 relating to a special assessment levied against an individual Owner as described therein, both regular and special assessments shall be levied against each Owner according to the ratio of the number of Units owned by the Owner assessed to the total number of Units subject to assessment, and shall be collected on a monthly basis.

Section 5.8. No Offsets: No offsets for any reason shall be allowed against the full payment of any assessment levied pursuant to this Declaration, including, without limitation, a claim that the Association is not properly exercising its duties of maintenance or enforcement.

ARTICLE VI
ARCHITECTURAL CONTROL

Section 6.1. Architectural Approval: Except for purposes of proper maintenance and repair, no person or entity shall install, erect, attach, build, place, construct or remove any lighting, shades, screens, signs, awnings, patio covers, decorations, fences, walls, aerials, antennas, landscaping or make any changes or otherwise alter (including the painting thereof) the exterior (or structurally alter the interior) of any Unit or the Common Area until plans and specifications (hereinafter the "Plans") as required in Section 6.2 shall have been reviewed and approved in writing by an Architectural Committee (hereinafter the "Architectural Committee") and Lessor. For purposes of this section, the term "exterior" shall mean any outside wall, outside surface, roof, outside door, balcony, patio, garage, or other outside structure of said Unit.

Section 6.2. Requirements for Approval: Said Plans shall be prepared by a duly licensed architect or other person approved by the Architectural Committee and shall include, where appropriate, the following: (a) color, shape, dimensions and materials to be used; (b) building plans; (c) exterior elevations, surfaces and sections, structural design and salient exterior details; (d) general exterior color schemes; and (e) landscaping plans showing plants, hedges, and fences. All such Plans shall be submitted in writing over the signature of the Owner or his authorized agent. Approval shall be based, among other things, on adequacy of site dimensions; adequacy of structural design and materials; conformity and harmony of external design with neighboring structures; effect of location and use of improvements and landscaping on neighboring property, improvements landscaping, operations and uses; preservation of view and aesthetic beauty; with respect to fences, walls and landscaping, assurance of adequate access to the Association in connection with the performance of its duties and the exercise of its power hereunder; conformity with such rules and regulations as may be adopted by the Architectural Committee in accordance with this Article; and conformity of the Plans to the purpose and general plan and intent of this Declaration.

Section 6.3. Term and Composition of Architectural Committee: The Architectural Committee shall be composed of three (3) members. Prior to the first anniversary date of the issuance of the original Public Report for the Project, Declarant may appoint the three (3) original members of the Architectural Committee and their replacements, if necessary. Declarant's appointees to the Architectural Committee need not be Members of the Association. Declarant shall retain the right to appoint a majority of the members of the Architectural Committee until the earlier occurrence of either of the following events:

(a) When ninety percent (90%) or more of the Units have been sold; or

(b) On the fifth anniversary date of the original issuance of the Public Report for the Project.

After one year from the date of issuance of the original Public Report for the Project, the Board shall have the right to appoint one Member to the Architectural Committee, who shall be a member of the Association.

From and after the occurrence of any of the events referenced in (a) and (b) hereinabove, whichever occurs first, the Board shall have the power to appoint all members of the Architectural Committee who shall all be Members of the Association.

Section 6.4. Failure to Approve or Disapprove the Plans:
In the event the Lessor or the Architectural Committee, or its representatives designated in accordance with Section 6.9, fail to either approve or disapprove such Plans within thirty (30) days after the same have been submitted to them, it shall be conclusively presumed that the Lessor and the Architectural Committee have approved such Plans. All improvement work approved by the Lessor and Architectural Committee shall be diligently completed and constructed in accordance with the approved Plans.

Section 6.5. No Liability: Neither Declarant, Lessor, Lessee, Association, Architectural Committee, or the members or designated representatives thereof shall be liable in damages to anyone submitting Plans to them for approval, or to any Owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such Plans, or for any defect in any structure constructed from such Plans. Such Plans are not approved for engineering design. Every Owner and his authorized agent, if any, who submits Plans to the Architectural Committee for approval agrees, by reason of such submission, that no action or suit of any kind will be commenced against Declarant, Lessor, Lessee, Association, Architectural Committee, or any of the members or designated representatives thereof to recover any damages.

Section 6.6. Notice of Noncompliance or Noncompletion:
Notwithstanding anything to the contrary contained herein, after the expiration of the later of one year from the date of issuance of a building permit by a municipal or other governmental authority for any improvements or one year from the date of commencement of construction of any improvements within the Project, said improvements shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in

compliance with all provisions of this Article, unless actual notice of such noncompliance or noncompletion, executed by the Architectural Committee or its designated representatives, shall appear of record in the office of the County Recorder or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 6.7. Rules and Regulations: The Architectural Committee may from time to time, in its sole discretion, adopt, amend and repeal reasonable rules and regulations interpreting and implementing the provisions hereof and establishing reasonable architectural standards over the Project.

Section 6.8. Variances: Where circumstances such as topography, location of property lines, location of trees, configuration of the improvements on the Property, or other matters require, the Architectural Committee, by the vote or written assent of a majority of its members, may allow reasonable variances as to any of the covenants, conditions or restrictions contained in this Declaration under the jurisdiction of the Architectural Committee, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Project.

Section 6.9. Appointment and Designation: The Architectural Committee may from time to time, by the vote or written assent of a majority of its members, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of said Architectural Committee in all matters so delegated.

Section 6.10. Review Fee and Address: Any Plans required by Section 6.2 shall be submitted in writing for review and approval together with a reasonable processing fee. The address of the Architectural Committee shall be the principal place of business of the Association, or such other place as the Architectural Committee may from time to time designate in writing to the Board. Such address shall be the place for the submittal of any plans and specifications and the place where the current rules and regulations, if any, of the Architectural Committee shall be kept.

Section 6.11. Inspection: Any member or agent of the Architectural Committee may from time to time at any reasonable hour or hours and upon reasonable notice enter and inspect any property subject to the jurisdiction of said Architectural Committee as to its improvements or maintenance in compliance with the provisions hereof.

ARTICLE VII
EASEMENTS

Section 7.1. Rights of Association: There is hereby reserved to the Association such easements as are necessary to perform the duties of the Association.

Section 7.2. Rights of Declarant: The Declarant, for itself and its successors and assigns, reserves the following rights and easements:

(a) Easement over the Common Area for the installation and maintenance of electric, telephone, cable television, water, gas, and sanitary sewer lines and drainage facilities.

(b) The right to use on a non-interference basis the Association clubhouse, if there be one constructed upon the Common Area, as a sales facility. Such use by Declarant or its sales agents or representatives shall not unreasonably interfere with the Members in their use and enjoyment of the Common Area or recreational facilities thereon. This reservation by Declarant shall terminate on the happening of either of the following events, whichever occurs earlier:

(1) On the expiration of a three (3) year period from the date of issuance by the Department of Real Estate of the State of California of a Final Subdivision Public Report with respect to the Property; or

(2) On the sale of all of the Units in the Project.

(c) Easements over the Common Area for construction, display, maintenance, sales, and exhibit purposes in connection with the construction, development and sale or lease of the Project until the sale by Declarant of all Condominiums within the Project, provided, however, that the exercise of such easements by Declarant shall not unreasonably interfere with the reasonable use and enjoyment of the Units or the Common Area by the Owners. Until the sale of all of the Units in the Project, Declarant may use any of the Units owned by it within the Project as model home sites and any of the Common Area as incidental parking. Declarant reserves the right to alter its construction, development and design plans as it deems appropriate.

(d) The right of Declarant (and its agents, employees and representatives) to enter on the Common Area to construct improvements on the Property and to

make repairs and remedy construction defects if such entry shall not interfere with the use of any occupied Unit unless authorized by the Owner thereof; provided, however, that the Declarant shall be responsible for the timely repair of any damage caused to the Common Area or any Unit by the Declarant (and its agents, employees and representatives) in exercising this right.

(e) So long as Declarant owns any Units in the Project, this Declaration cannot be amended or modified to change or eliminate the easements reserved herein to Declarant without the prior written approval of Declarant, and any attempt to do so shall be null and void and shall have no effect whatsoever.

Section 7.3. Rights of Owners: The rights and duties of the Owners of Units within the Property with respect to sanitary sewer and water, electricity, gas and telephone and cable television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone and cable television lines or drainage facilities are installed within the Property, which connection lines or facilities or any portion thereof, lie in or upon the Common Area or lie in or upon Units owned by others, then the Owner of a Unit served by said connections, lines or facilities, shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon these Units or to have utility companies enter upon these Units within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie to repair, replace, and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas or telephone or cable television lines or drainage facilities are installed within the Property, which connections serve more than one Unit, the Owner of each Unit served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Unit.

Section 7.4. Encroachments on Common Area: Eaves, window boxes, fireplace units, porches and air conditioner units or similar improvements which may be erected or installed on the Property by Declarant, may encroach onto the Common Area, provided, however, that any such encroachment shall not exceed a maximum of four (4) feet.

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Section 7.5. Restricted Common Areas: There is hereby reserved and established for certain Owners, various exclusive easements over the Common Area, which shall be deemed "Restricted Common Areas". These may include any or all of the following:

(a) Entry areas or courts into the Units, which rights shall be shared with the Unit Owners whose Units abut such areas.

(b) Attic space, which shall be for the exclusive use of the Owners of the Unit to which such space adjoins.

Such Restricted Common Areas are designated on the Condominium Plan and are referenced in a manner necessary to delineate to which Owner of a Unit the particular right exists. The Owner to which the rights to a Restricted Common Area run shall be obligated to keep and maintain such areas in a safe and clean condition; provided, however, that general maintenance and repair shall primarily remain the obligation of the Association.

Section 7.6. Other Encroachments: Each Unit and Common Area improvements within the Project is hereby declared to have an easement over all adjoining Units and Common Area for the purpose of accommodating an encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause.-- There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way to said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments over adjoining Units shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

ARTICLE VIII MANAGEMENT

Section 8.1. Powers of the Association: All powers relating to management, operation and maintenance of the Common Area, as well as certain rights, duties and powers relating to the Property, as set forth herein and in the Bylaws, shall be vested in the Association.

Section 8.2. Purposes of the Association: The specific and primary purposes of and powers of the Association are to manage and maintain the Common Area, Monterey Lane, and all

facilities, improvements, and landscaping thereon, to maintain certain individual improvements on the Units, and to provide recreational activities for the Members, foster and support community activities of the Members, and perform the functions set forth in this Declaration of Covenants, Conditions and Restrictions, and the Association's Articles of Incorporation, and Bylaws.

Section 8.3. Contracting Authority: The Association shall have the right and power to employ or engage a manager and other employees or agents and contract for such services, labor and materials as it may deem reasonably necessary to operate and maintain the Common Area and the improvements thereon and to discharge its other duties as herein provided.

Section 8.4. Duties: The Association shall have the powers to and be responsible for:

(a) The enforcement of this Declaration, the Bylaws of the Association and other agreements of the Association.

(b) Subject to Section 8.6, below, maintaining the Common Area and facilities and improvements thereon (including furnishings and equipment related thereto) in a good, clean, attractive and sanitary order and repair.

(c) Providing water, sewer, refuse collection, electrical, telephone, gas and other necessary utilities service for the Common Area, and maintenance, gardening and landscaping for the Common Area.

(d) Granting easements where necessary for utilities and sewer facilities over the the Common Area to serve the Common Area and the Units.

(e) The payment of taxes and assessments which are or could become a lien on the Common Area or some portion thereof.

(f) Establishing and maintaining a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.

(g) Providing exterior maintenance of each Unit which is subject to assessment hereunder, only as follows:

(1) Paint, maintain, and repair and replace (if required because of normal wear, tear or deterioration) roofs, gutters, downspouts and exterior building surfaces, and maintain the

landscaping (including the trees, shrubs, grass and walks) within the Common Area.

(2) Such exterior maintenance shall not include: glass surfaces; landscaping within the private balcony areas of each Unit; balcony covers or other additions built or maintained within private balcony areas by an Owner; repairs or replacements arising out of or caused by the willful or negligent act of the Owner, his family, guests, or invitees, or caused by any of the perils covered by a standard form fire insurance policy with extended coverage endorsement thereon, or caused by flood, earthquake or other Acts of God. Such excluded items shall be the responsibility of each Owner; provided, however, that if an Owner shall fail to maintain or make the repairs or replacements which are the responsibility of such Owner, as provided above, then, upon vote of a majority of the Board of Directors, and after not less than thirty (30) days' notice to the Owner, the Association shall have the right (but not the obligation) to enter the Unit and provide such maintenance or make such repairs or replacements, and the cost thereof shall be added to the assessments chargeable to such Unit and shall be payable to the Association by the Owner of the Unit.

(3) For the purposes solely of performing the exterior maintenance authorized by this Section, the Association's agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours.

(h) Obtaining and maintaining in force the following policies of insurance:

(1) Comprehensive public liability insurance insuring the Association, any manager, the Lessee and Declarant and the Owners and occupants of Units and their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the Ownership or use of the Common Area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. Such insurance shall include coverage against water damage liability, liability for nonowned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location, and use.

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(2) Master or blanket policy of fire insurance for the full insurable value of all of the improvements within the Project. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional Mortgagees. If more than one institutional Mortgagee has a loan of record against the Project, or any part of it, the policy and endorsements shall meet the maximum standards of the various institutional Mortgagees represented in the Project. The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or their equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause or a similar clause to permit cash settlement covering full value of the improvements in cash of partial destruction and a decision not to rebuild. The policy shall be in the amounts as shall be determined by the Board. The policy shall name as insured the Association, the Owners, Declarant, and Lessee as long as Declarant or Lessee is the owner of any Unit and all institutional Mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described in this declaration.

(3) Except as provided in this Section, no Owner can separately insure his Unit or any part of it against loss by fire or other casualty covered by any insurance carrier under subparagraph (2). If any Owner violates this provision, any diminution in insurance proceeds otherwise payable that results from the existence of such other insurance will be chargeable to the Owner who acquired other insurance, and the Owner will be liable to the Association to the extent of any such diminution. An Owner can insure his personal property against loss. In addition, any improvements made by an Owner to the real property within his Unit may be separately insured by the Owner, but the insurance is to be limited to the type and nature of coverage commonly known as tenant's improvements. All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other Owners, the Association, Declarant, Lessor, and Lessee.

(4) All insurance proceeds payable hereunder and subject to the rights of the Mortgagees, below, may be paid to a trustee, to be held and expended

for the benefit of the Owners, Mortgagees and others, as their respective interests shall appear. Said trustee shall be a commercial bank that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for in this Declaration.

(5) The Board may and, if required by any Mortgagee, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild, and a blanket policy of flood insurance. The Board also shall purchase and maintain worker's compensation insurance, to the extent that it is required by law, for all employees of the Project. The Board also shall purchase and maintain fidelity bonds or insurance (which shall be in an amount not less than 150% of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage of any person who may serve without compensation) sufficient to meet the requirements of any Mortgagee. The Board shall purchase and maintain such insurance on personal property owned by the Association, and any other insurance, that it deems necessary or that is required by any Mortgagee.

(6) An Owner may carry whatever personal liability and property damage liability insurance with respect to his Unit that he desires. However, any such policy shall include a waiver of subrogation clause acceptable to the Board and to any Mortgagee.

(7) The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried hereunder. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

(8) Any Mortgagee has the option to apply insurance proceeds payable on account of a Unit in reduction of the obligation secured by the mortgage of such Mortgagee.

(9) Notwithstanding the foregoing provisions of this Article, the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for

condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, or Veterans' Administration, so long as any one is a Mortgagee, Owner, or insures or guarantees a mortgage within the Property, except to the extent such coverage is not available or has been waived in writing by the foregoing entities.

(i) Make lease payments, if any, required to be paid on the Common Area.

(j) Maintenance of Monterey Lane, and any guard-gates thereon, pursuant to that certain Agreement attached hereto as Exhibit "A".

Section 8.5. Right of Entry: The Association or its agents may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Upon consent of the Owner, which consent shall not be unreasonably withheld, the Association or its agents may enter a Unit to perform maintenance, repairs or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as reasonably possible, and any damage caused thereby shall be repaired by the Association.

Section 8.6. Duties of Owners: In addition to all other obligations set forth herein, the Owners shall be responsible for the following:

(a) In the event the Board shall determine that the walls, ceilings, floors, doors or any other portion of the Common Area forming the boundaries of a Unit have been damaged from within the Unit, notwithstanding that such damage may be to the Common Area, the Owner of the Unit shall be responsible for repairing such damage in a timely manner and in accordance with such rules as the Board or Architectural Committee shall from time to time adopt. In the event such repair is not so accomplished by the Owner, the Association or its delegates shall have the right at reasonable times to enter the Unit to effect such repair, and the cost thereof shall be charged to said Owner and, if not paid in a timely manner, shall be a special assessment.

(b) The repair of any wall or fence separating neighboring Units shall be the joint responsibility of the Owners whose Units are separated by such wall or fence, notwithstanding that such wall or fence may consist in part of Common Area. Such adjoining Owners shall share the expense of such repair equally, but if

one such Owner refuses to join in such repair, the other may undertake such repair himself and shall receive contribution from his neighbor for his neighbor's share of the cost thereof. In the event that such repair is required because of the acts or negligence of one of such adjoining Owners, such repair shall be accomplished by such Owner at his sole expense.

(c) Each Owner shall be responsible for the care, maintenance and replacement of his electric garage door opener, notwithstanding the fact that such may have been installed by the Declarant.

Section 8.7. Association to Defend Certain Actions: In the event that a lawsuit is brought against all or substantially all of the Members within the Project which will or could result in any lien or encumbrance being levied against an entire Project, the following terms shall apply:

(a) The Association shall defend such lawsuit and the costs of such defense shall be a special assessment against all of the Members within the Project joined as defendants in such lawsuit; provided, however, in the event that an insurance carrier is obligated to provide such defense under a policy of insurance carried by the Association, the Association shall be relieved of the obligation to provide such defense. Nothing contained herein shall in any way limit the rights of any Member or Members to retain counsel of their choice to represent them in such lawsuit at their own expense. In the event that a Member so chooses, he shall not be relieved of liability for the special assessment provided for in this Section.

(b) In the event that a lien or encumbrance not covered by California Civil Code Section 1357 attaches to all or substantially all of the Project by reason of a judgment or otherwise, the Association shall promptly take the appropriate steps to remove such lien, including, but not limited to, the payment of money and the posting of a bond. The Association shall have the power to borrow money and to take such other steps as are necessary to free a Project of such liens.

(c) Simultaneously with any action taken pursuant to the above sections, the Association shall levy a special assessment against each of the Members whose Condominiums were subject to the lien or encumbrance which caused the Association to act pursuant to said Section equal to each such Member's pro rata share of such lien or encumbrance. In the event that such special assessment is not paid within thirty (30) days of its due date, the Board may effect the remedies of Section 1356

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of the California Civil Code and any other remedies contained herein.

ARTICLE IX
GENERAL RESTRICTIONS

Section 9.1. Partition: The Common Area shall remain undivided; and no Owner shall bring any action for partition, excepting as otherwise herein provided, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Project.

Section 9.2. Interior of Unit: Each Owner shall have the right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceiling floors, windows and doors bounding his own Unit.

Section 9.3. Nuisance: Neither the Property, nor any portion thereof, shall be used for any purpose tending to injure the reputation thereof, or to disturb the neighborhood or occupants of adjoining property, or to constitute a nuisance, or in violation of any public law, ordinance, or regulation in any way applicable thereto.

Section 9.4. Use of Common Area: The Common Area shall be used for park, recreational, social and other purposes directly related to the uses authorized under this Declaration.

Section 9.5. Projections: No projections of any type shall be placed or permitted to remain above the roof of any residential building with the exception of one or more chimneys and one or more vent stacks. No outside air conditioning units, evaporating coolers, television or radio pole or antenna shall be constructed, erected or maintained on any building or on any Unit or Common Area or connected in such manner as to be visible from the outside of any such building, except as may be constructed by Declarant.

Section 9.6. Recreational Vehicles: No mobile home, recreational vehicle, motor home, camper, minihome, boat, truck of size in excess of 3/4 ton, or trailer of any kind shall be kept, stored, parked, maintained, constructed or repaired on any part of the Project other than in specific designated parking areas as approved by the Board of Directors.

Section 9.7. Lavatory Facilities: No privy shall be erected, maintained or used upon any portion of a Unit or Common Area, but a temporary privy may be permitted during the course of construction of a building. Any lavatory, toilet or water closet which shall be erected, maintained or used upon any portion of a Unit or Common Area shall be enclosed and located within a

building permitted under this Declaration to be erected on the Unit or Common Area, shall be properly connected with the sewer system and shall be so constructed and operated that no offensive odor shall arise or otherwise escape therefrom.

Section 9.8. Signs: Except for a sign having a maximum face area of three (3) square feet and advertising the Property for sale or rent, no sign or other advertising device of any character shall be erected, maintained, or displayed upon any part of the Property; provided, however, that Declarant may erect and maintain on the Common Area or on any Unit owned by it such signs and other advertising devices or structures, as it may deem necessary or proper in connection with the conduct of its operations for the development, improvement, subdivision and sale of said property; provided further that residential signs having a maximum face area of seventy-two (72) square inches giving the name of the occupant and/or the address of a Unit may be displayed on such Unit. The Association or its agents may summarily remove and destroy all signs not conforming to this Section.

Section 9.9. Animals: No animals, fowl, reptiles or poultry shall be kept on the Property, except that domestic dogs, cats, birds and fish may be kept as household pets upon said property provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in any annoyance or are obnoxious to residents in the vicinity.

Section 9.10. Offensive Activities: No noxious or offensive trades or activity shall be carried on upon any portion of the Property, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 9.11. Right of Inspection: During reasonable hours and after reasonable notice, any agent of the Association shall have the right to enter upon and inspect the Property or any portion thereof and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration are being complied with and shall not be deemed guilty of trespass by reason thereof. Provided, however, that there shall be no entry into any dwelling unit without the express consent of the Owner.

Section 9.12. Leases: With the exception of a lender in possession of a Unit following a default in a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease

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less than the entire Unit. Any lease between an Owner and lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

Section 9.13. Misconduct: Each Owner shall be liable to the Association for any damage to the Common Area or to any of the equipment or improvements thereon which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family, relatives, guests or invitees, both minor and adult but only to the extent such Owner would be legally responsible under the laws of the State of California.

Section 9.14. Structural Changes: Nothing shall be done in any Unit, or in, on or to the Common Areas, which will impair the structural integrity of any building or which would structurally change any building without the prior written consent of the Board and Lessor.

Section 9.15. Utilities: Each Owner of a Unit shall be obligated to pay any and all assessments for water, sewage, gas, electricity, or other utilities, taxes and other charges assessed individually against such Unit.

Section 9.16. Receptacles: No Owner shall deposit any garbage, refuse or rubbish in or on the Common Area unless such matter is deposited in appropriate containers suitably placed as designated by the Board so as not to detract from the physical appearance of the Common Area or the Project. Trash bins may be placed upon the Common Area by each Owner only in accordance with such rules and regulations as may be promulgated by the Board and may remain upon the Common Areas only on trash pickup days.

Section 9.17. Television; Radio: No alteration to or modification of the radio and/or television antenna system, as developed by the Declarant, shall be permitted and no Owner may be permitted to construct and/or use and operate his own external radio and/or television antenna.

ARTICLE X MORTGAGE PROTECTION

Section 10.1. Seventy-Five Percent Vote of Mortgagees: Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Area, without the prior written approval of at least seventy-five percent (75%) of all first Mortgagees, based one (1) vote for each Mortgagee, neither the Association nor the Members shall be entitled to do any of the following:

(a) By act or omission, dissolve the Association or abandon or terminate the Project.

(b) By act or omission, abandon, partition, sell, alienate, subdivide, release, transfer, hypothecate, or otherwise encumber the Common Area. This provision is not intended to restrict or otherwise prohibit an Owner from selling or encumbering his own Condominium, nor shall it prohibit the granting of easements for public, utilities or other public purposes consistent with the intended use of the Common Area.

(c) Partition or subdivide a Condominium.

(d) Amend a material provision of this Declaration, the Bylaws or the Articles; for purposes of determining what provisions are material in this Declaration and in the Bylaws or the Articles, such provisions in these documents which are required by the rules, regulations or guidelines of programs administered by Federal National Mortgage Association, Government National Mortgage Association, and Federal Home Loan Mortgage Corporation shall be deemed material, but not by way of limitation, with respect to other provisions in these documents.

(e) Effectuate any decision to terminate professional management and assume self management of the Association.

(f) Change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments on charges or allocating distributions of hazard insurance proceeds on condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Area.

(g) Use hazard insurance proceeds for losses to any Property (whether to Units or to Common Areas) for other than the repair, replacement, or reconstruction of such Property.

Section 10.2. Other Rights of First Mortgagees. Any first Mortgagee shall, upon written request to the Association, be entitled to:

(a) Inspect the books and records of the Association during normal business hours.

(b) Receive the annual audited financial statements of the Association ninety (90) days following the end of the Association's fiscal year.

(c) Receive written notice on all annual and special meetings of the Members or of the Board, and first Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give a first Mortgagee the right to call a meeting of the Board or of the Members for any purpose or to vote at any such meeting.

Section 10.3. Mortgagees Furnishing Information:
Mortgagees are hereby authorized to furnish information to the Board concerning the status of any loan encumbering a Unit.

Section 10.4. Notice to First Mortgagees of Owner Default: Any first Mortgagee shall be entitled to written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Unit is encumbered by such Mortgagee's mortgage, which default has not been cured within sixty (60) days of a request therefor by the Association; provided, however, the Association shall only be obligated to provide such notice to first Mortgagees who have previously requested such notice in writing.

Section 10.5. Right of First Refusal: The right of an Owner to sell, transfer or otherwise convey his Unit shall not be the subject of any right of first refusal or any similar restriction in favor of the Association. In the event this Declaration is amended to provide for any right of first refusal in the Association, a Mortgagee who comes into possession of a Unit pursuant to a judicial foreclosure or a trustee's sale shall be exempt therefrom.

Section 10.6. Conflicts: In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Section 10.7. Notice of Destruction or Taking: In the event that the Common Area or any Unit or any portion thereof is substantially damaged or is made the subject of any condemnation proceeding in eminent domain or is otherwise sought to be acquired by a condemning authority, the Board shall promptly notify any first Mortgagee affected by such destruction, taking or threatened taking. For purposes herein, the term "substantially damaged" shall mean damages exceeding Ten Thousand Dollars (\$10,000.00). If requested in writing by a first Mortgagee, the Association shall evidence its obligations under this Section in a written agreement in favor of such first Mortgagee.

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Section 10.8. Breach of Declaration: A breach of any of the covenants, conditions or restrictions of this Declaration shall not defeat or render invalid the lien of any First Mortgage made in good faith and for value on any Unit of the Property or any portion thereof, but said covenants and restrictions shall be binding upon and effective against any Owner of any of said Units whose title is acquired by the foreclosure of any lien or mortgage thereon or sale under any deed of trust given to secure the payment of money.

ARTICLE XI
DESTRUCTION OF IMPROVEMENTS

Section 11.1. Destruction; Proceeds Exceed 85% of Reconstruction Costs: If there is a total or partial destruction of the improvements in the development, and if the available proceeds of the insurance carried pursuant to Article VIII are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, Members then holding at least seventy-five percent (75%) of the total voting power of each class of Members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the office of the County Recorder, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild.

Section 11.2. Destruction; Proceeds Less Than 85% of Reconstruction Costs: If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, Members then holding at least fifty-one percent (51%) of the total voting power of each class of Members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the office of the Orange County Recorder, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild.

Section 11.3. Rebuilding Procedures: If the Members determine to rebuild pursuant to Sections 11.1 or 11.2, above, the Owner of each Unit located within a structure that has been totally or partially destroyed shall be obligated to contribute his proportionate share of the cost of reconstruction or restoration of the structure containing his Unit, over and above

the available insurance proceeds, which proportionate share shall be based upon the ratio of the square footage of the floor area of the Unit to be assessed to the total square footage of the floor area of all Units to be assessed. All Owners shall contribute their proportionate share of the cost of reconstruction or restoration of any portion of the Common Area not comprising the structure within which a Unit is located, and the proportionate share of each Owner shall be equal to a fraction the numerator of which is one (1) and the denominator of which is the total number of Units then comprising the Project; If any Owner fails or refuses to pay his proportionate share, the Board may levy a special assessment against the condominium of such Owner which may be enforced under the lien provisions contained in Article V or in any other manner provided in this Declaration. If any Owner disputes the amount of his proportionate liability under this Section, such Owner may contest the amount of his liability by submitting to the Board within ten (10) days after notice to the Owner of his share of the liability written objections supported by cost estimates or other information that the Owner deems to be material and may request a hearing before the Board at which he may be represented by counsel. Following such hearing, the Board shall give written notice of its decision to all Owners, including any recommendation that adjustments be made with respect to the liability of any Owners. If such adjustments are recommended, the notice shall schedule a special meeting of Members for the purpose of acting on the Board's recommendation, including making further adjustments, if deemed by the Members to be necessary or appropriate. All adjustments shall be affirmed or modified by a majority of the total voting power of each class of Members. If no adjustments are recommended by the Board, the decision of the Board shall be final and binding on all Owners, including any Owner filing objections.

Section 11.4. Rebuilding Contract: If the Members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed to the contractor according to the terms of the agreement. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

Section 11.5. Rebuilding Not Authorized: If the Members determine not to rebuild, then any insurance proceeds then available for such rebuilding shall be distributed to the Owner of each Unit or its Mortgagee in the same ratio as the fair market value of his Unit bears to the fair market value of all of the Units immediately prior to the destruction, in accordance

with normal appraisal techniques. The Board shall have the duty, within one hundred and twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder, a certificate declaring the intention of the Members not to rebuild.

Section 11.6. Minor Repair and Reconstruction: In any case, the Board shall have the duty to repair and reconstruct improvements, without the consent of Members and irrespective of the amount of available insurance proceeds, in all cases of partial destruction when the estimated cost of repair and reconstruction does not exceed Twenty Thousand Dollars (\$20,000). The Board is expressly empowered to levy a special assessment for the cost of repairing and reconstructing improvements to the extent insurance proceeds are unavailable, such assessment to be levied as described in Section 11.3 (but without the consent or approval of Members despite any contrary provisions) in this Declaration.

ARTICLE XII CONDEMNATION

Section 12.1. Sale by Unanimous Consent: If an action for condemnation of all or a portion of the Project is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the owners and after written notice to at least seventy-five percent (75%) of all first Mortgagees, the Project, or a portion of it may be sold.

Section 12.2. Distribution of Proceeds of Sale: On a sale occurring under Section 12.1 above, the proceeds shall be distributed to the Owner and the Mortgagees of each Unit as their respective interests may appear in the same ratio as that set forth in Section 11.5, above.

Section 12.3. Distribution of Condemnation Award: If the Project, or a portion of it, is not sold but is instead taken, the judgment of condemnation shall by its terms apportion the award among the Owners and their respective Mortgagees, and in the same ratio as that set forth in Section 11.5, above.

Section 12.4. Revival of Right to Partition: On sale or on taking that renders more than fifty percent (50%) of the Units in the Project uninhabitable, the right of any Owner to partition through legal action shall revive immediately.

ARTICLE XIII
PARTITION

Section 13.1. Suspension: Except as specifically set forth to the contrary in this Declaration, the right or partition is suspended pursuant to the California Civil Code as to the Project. Nothing in this Declaration, however, shall prevent partition or division of interest between joint or common Owners of one (1) Unit, provided that the written approval of a first, Mortgagee of such Unit is first obtained.

Section 13.2. Proceeds: Proceeds or property resulting from a partition shall be distributed to and among the respective Owners and their Mortgagees in the same ratio as that set forth in Section 12.2, above.

Section 13.3. Power of Attorney: Pursuant to the California Civil Code, each Owner grants the Association an irrevocable power of attorney to sell the Project for the benefit of the Owners when partition can be had. Exercise of the power is subject to the approval of Members.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Term: The covenants and restrictions of this Declaration shall run with and bind the Property, Association and any Owner, their legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 14.2. Notices: Any notice to be given to an Owner or a Mortgagee under the provisions of this Declaration shall be in writing and may be delivered as follows:

(a) Notice to an Owner shall be deemed to have been properly delivered when delivered personally prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Condominium in the Project. Any notice so deposited in the mail within the County, shall be deemed delivered forty-eight (48) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered on all such co-Owners.

(b) Notice to a Mortgagee shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address

furnished to the Association by such Mortgagee for purposes of notice or, if no such address is furnished, to any office of the Mortgagee in the county, or, if no such office is located in the county, to any office of such Mortgagee.

Section 14.3. Enforcement: The Association, Lessor, Lessee, any Owner, or their successor in interest, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.4. Severability: Invalidity of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 14.5. Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and Common Area. Section headings are inserted for convenience only and are not intended to be a part of this document or in any way to define, limit or describe the scope or intent of the particular section to which they refer.

Section 14.6. Singular Includes Plural: Whenever the context of this Declaration requires it, the singular shall include the plural and the masculine shall include the feminine.

Section 14.7. Attorneys' Fees: In the event action is instituted against an Owner to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorneys' fees and costs of such action, which attorneys' fees and costs shall also be added to such Owner's assessments.

Section 14.8. Nuisance: The result of every act or omission whereby any of the covenants contained in this Declaration or if the Bylaws are violated in whole or in part is hereby declared to be and constitutes both a public and private nuisance, and every remedy allowed by law or equity against every such result and may be exercised by any Owner, by the Association

or its successors in interest, or by the County of Orange or other affected governmental entity. Such remedy shall be deemed cumulative and not exclusive.

Section 14.9. Amendments: Unless otherwise provided for herein, this Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the voting power of the Members and Lessor, excluding the Declarant; provided, however, that although Declarant has not obtained the Veterans' Administration ("VA") or Federal Housing Administration ("FHA") approval in connection with the development of this Project, such approval may be sought by Declarant. In the event that the VA or FHA approval is so sought for the purpose of having FHA and/or VA insure or guarantee any mortgage or providing any form of assistance within the purview of such agencies with respect to this Project, the rules and regulations of FHA and/or VA, as the same exist at the date of recording of this Declaration, may require this Declaration to be amended in certain respects and additionally will require that FHA and/or VA participate in certain decisions affecting the Project and management of the Association. Therefore, effective as of the date this Project receives FHA and/or VA approval, this Declaration is thereby amended as follows without the necessity of any vote or written assent of the Owners or Mortgagees:

(a) The following actions will require the prior approval of the FHA and/or VA:

(1) Alteration of any Unit, construction of additional improvements, the establishment of additional licenses, reservations and rights-of-way, or alteration of construction plans and designs by Declarant.

(2) Merger or consolidation or dissolution of the Association.

(3) Any amendment or modification of this Declaration, the Articles or By-Laws.

(b) The Association shall submit to FHA and/or VA, sixty (60) days prior to the beginning of each fiscal year of the Association, for their review and approval, as the case may be, a budget of the expenses for the ensuing fiscal year, on the FHA and/or VA model form of budget, indicating the amount of assessments contemplated for the next fiscal year period.

In the event the FHA, VA, or both, approve the Project as provided herein, if requested to do so by FHA and/or VA, the Board shall be automatically authorized and shall be obligated to execute a Regulatory Agreement on FHA Form No. 3278 (revised

August, 1969) or such later version thereof then in use or the analogous VA form or both as modified to reflect any peculiarities pertaining to the Property as shall be deemed appropriate by FHA and/or VA.

Section 14.10. Annexation: Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of the voting power of the Members, excluding Declarant.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunder set its hand this 21st day of MAY, 1980.

THE ROBERT P. WARMINGTON CO.,
a California corporation

By [Signature]
Its

By Oliver N. Green
Its

The foregoing is hereby approved and agreed to this 21st day of MAY, 1980.

[Signature]
Robert P. Warmington, an individual

HOUSER BROS CO., a California
limited partnership

By Clifford B. Houser
General Partner

By Clifford B. Houser
General Partner

CONSENT OF LIENHOLDER
AND SUBORDINATION OF LIEN

The undersigned beneficiary under that certain Deed of Trust dated October 31, 1979 recorded as Instrument No. 1279084-WHB in Book 13375, pages 991 through 1012, inclusive, of Official Records of Orange County, California, consents to all of the provisions contained in the attached Declaration of Covenants, Conditions and Restrictions and agrees that the lien of the deed of trust shall be junior and subordinate and subject to said Declaration.

Dated: May 12, 1980

Lienholder

By CROCKER NATIONAL BANK

By Spencer S. Lader

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On MAY 12, 1980, before me, the undersigned, a Notary public in and for said State, personally appeared _____, known to me to be the President, and _____, known to me to be the Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

Form 3001—(Individual) First American Title Company

STATE OF CALIFORNIA

COUNTY OF Orange } ss.

On May 27, 1980

before me, the undersigned, a Notary Public in and for
said State, personally appeared Robert P. Warmington

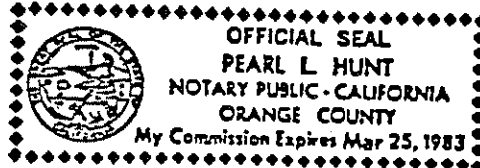
known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me
that he executed the same.

WITNESS my hand and official seal.

Signature

Pearl L. Hunt
Pearl L. Hunt

Name (Typed or Printed)



(This area for official notarial seal)

TO 1949 CA (8-74)
(Partnership)

STATE OF CALIFORNIA

COUNTY OF ORANGE } ss.

On May 21, 1980

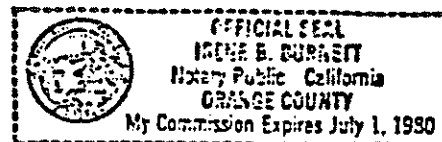
before me, the undersigned, a Notary Public in and for said State, personally appeared Clifford C.
Houser and Vernon F. Houser

known to me
to be general ~~xxxx~~ partners of the partnership
that executed the within instrument, and acknowledged to me
that such partnership executed the same.

WITNESS my hand and official seal.

Signature

Irene B. Burnett



STATE OF CALIFORNIA

COUNTY OF Orange } ss.

On May 27, 1980

before me, the undersigned, a Notary Public in and for
said State, personally appeared Robert P. Warmington

known to me to be the President, and Oliver N. Crary

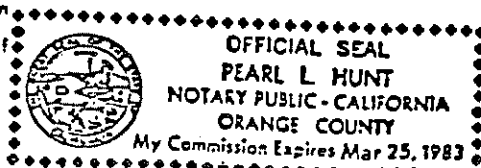
known to me to be the Vice Pres. ~~xxxx~~ of the corporation that executed the within instrument,

and known to me to be the persons who executed the within
instrument on behalf of the corporation therein named, and ac-
knowledgeed to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of
directors.

WITNESS my hand and official seal.

Signature

Pearl L. Hunt
Pearl L. Hunt



EXHIBITS - 0091

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CRITCHER NATIONAL BANK

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On May 12, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared LORILEE S. CEDAR and _____, known to me to be the VICE PRESIDENT and _____ respectively, of CROCKER NATIONAL BANK, the national banking association that executed the within instrument, and also known to me to be the person(s) that executed the within instrument on behalf of CROCKER NATIONAL BANK, the national banking association therein named, and acknowledged to me that such national banking association executed the same pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.


PALMIRA OESTERREICH



T-10542
Rec 5/28/80 (1)

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is entered into this _____ day of _____, 1980, by and between Houser Bros. Co., a California Limited Partnership ("Houser") and Huntington Beach Gables Homeowners Association, a California non-profit corporation ("Association").

R E C I T A L S

A. Houser has leased to Robert P. Warmington, an individual, certain real property in the City of Huntington Beach, more particularly described as Tract 10542, as per map recorded in Book 456, pages 49 and 50 of Miscellaneous Maps, Orange County which has been developed as a condominium project (the "Warmington Property").

B. Houser is presently the owner of certain real property located adjacent and contiguous to the Warmington Property which property is presently developed as a mobile home park known as Rancho del Rey Mobile Estates (the "Houser Property").

C. Located on the Houser Property, and adjacent to the Warmington Property, is a certain roadway known as Monterey Lane (the "Roadway"). The Warmington Property and the owners and residents thereof have an easement for ingress and egress over the Roadway. Houser and the Association agree that it would enhance the values of the Warmington Property and the Houser Property if guardgates (the "Guardgates") are con-

*Not to be Completed
or Signed until
Assoc. TAKES OVER.*

EXHIBIT A 0093

*T-10542
Rec 5/28/50*

constructed and maintained on the Roadway, and if the Roadway is maintained in a safe and clean manner.

D. In order to enable the construction of the Guardgates, and to insure the continued maintenance of the Roadway and Guardgates by Houser, and the payment by the Association of its share of the costs incurred thereby, the parties hereto have entered into this Agreement.

T E R M S

For valuable and complete consideration, the parties hereto hereby agree as follows:

I. CONSTRUCTION OF GUARDGATES

Houser hereby agrees to construct or cause to be constructed, two Guardgates on the Roadway, in accordance with plans and specifications approved and agreed upon by Houser and the Association. Except as specifically set forth below, all costs incurred in the construction of the Guardgates shall be borne solely by Houser.

II. MAINTENANCE OF ROADWAY AND GUARDGATE

Houser hereby agrees to keep, maintain, repair and replace, when necessary, the Roadway and Guardgates in a safe, decent and proper condition, and subject to rights of reimbursement below, to pay the costs related thereto, which shall include, but shall not necessarily be limited to the following (the "Costs"):

(a) Compensation; plus any necessary withholding taxes, social security and related payments, for one guard to operate the Guardgate daily.

This Agreement shall commence as of the execution hereof, and shall terminate on October 17, 2059.

V. INDEMNIFICATION

The parties hereto acknowledge and agree that the Association's sole responsibility herein is the payment of its share of the costs as set forth above, and that Houser shall bear all responsibilities, obligations and liabilities related to the maintenance of the Roadway and Guardgates. In furtherance thereof, Houser agrees to indemnify, defend and hold the Association harmless from any and all claims or damages arising out of the maintenance and use of said Roadway and Guardgates.

VI. MISCELLANEOUS

The parties further agree as follows:

(a) In the event any action is instituted to enforce any provision contained herein, the prevailing party shall be entitled to attorney's fees and costs so incurred.

(b) This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(c) This Agreement may only be amended by written agreement between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HOUSER BROS. CO., a California
Limited Partnership

HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION, a
California Non-Profit Corporation

By _____

By _____
President

By _____
SAC EXHIBITS - 0095
Secretary

Not to be Completed on
After TAKEDOWN 1

TX0542

5002

BK 13680Pg 1091

RECORDED BY
5002

WHEN RECORDED RETURN TO:

MESERVE, HUMPER & HUGHES
5190 Campus Drive
Newport Beach, CA 92660

Attn: Frank D. Stiefel

\$6.00
C1

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

-3 22 P.M. AUG 5'80

LEE A. BRANCH, County Recorder

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR THE HUNTINGTON BEACH GABLES**

Tract 10542
City of Huntington Beach
Orange County, California

This First Amendment to Declaration of Covenants, Conditions and Restrictions is made this 30 day of JULY, 1980, by THE ROBERT P. WARMINGTON CO., a California corporation ("RPW Co."), HOUSER BROS. CO., a California limited partnership ("Houser") and ROBERT P. WARMINGTON, an individual ("Warmington").

WHEREAS, Houser is the owner of the fee interest in the following described property (the "Property");

Lots 1 and 2 of Tract No. 10542 as per map recorded in Book 456, Pages 49 and 50, inclusive, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, California; and

WHEREAS, Warmington is the lessee of the Property; and

WHEREAS, RPW Co. is the sublessee and the developer of the improvements constructed on the Property, and is also the Declarant as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions recorded May 28, 1980, in Book 13618, pages 982 through 1030, inclusive, Official Records of Orange County, California (the "Declaration"); and

WHEREAS, Warmington and RPW Co. intend to assign, convey and set over to ultimate consumers, various leasehold and fee interests in the Condominium Units, as defined in the Declaration, which collectively shall constitute the Condominium to be acquired by said consumer; and

WHEREAS, Warmington, Houser and RPW Co. desire to clarify the Declaration to insure that the interests so conveyed are inseparable and constitute the entire interest to be conveyed, which clarification requires an amendment to the Declaration.

BK 13890PO 1092

NOW THEREFORE, Warmington, Houser and RPW Co., do hereby declare as follows:

1. That collectively they are the sole owners of the Property as their interests may appear.
2. That they retain the exclusive and sole right to amend the Declaration.
3. That, in furtherance of the foregoing, the following amendments are hereby made to the Declaration:

(a) Section 1.13 of the Declaration is hereby amended to read as follows:

"Section 1.13. Owner/Ownership: "Owner" shall mean and refer to the record assignee of the rights of Declarant and/or a lessee or sublessee to a Unit, but excluding those having such interest merely as security for the performance of an obligation. Such term shall also mean and refer to the Lessee or Lessor if either succeeds to the rights of said assignee through termination of any lease or sublease or by any other means. All references herein to "ownership" shall mean and refer to the ownership of a leasehold or subleasehold interest."

(b) Section 2.2 of the Declaration is hereby amended to read as follows:

"Section 2.2. Elements of Condominium: Each Condominium shall be comprised of the following elements:

(a) A leasehold or sub-leasehold estate in a Unit as shown and defined on the Condominium Plan, excepting that portion of a Unit consisting of buildings and other improvements;

(b) An undivided one-eightieth (1/80) interest in a leasehold or subleasehold interest in the Common Area as shown and defined on the Condominium Plan, excepting that portion of the Common Area consisting of building and other improvements;

(c) An exclusive easement on the leasehold or sub-leasehold estate referred to in item (b) above, which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit, excepting that portion consisting of buildings and other improvements;

BK 13690Pg 1093

(d) A non-exclusive easement and right to use the leasehold or sub-leasehold estate referred to in item (b) above except the Restricted Common Area, excepting that portion consisting of buildings and other improvements;

(e) A fee interest in that portion of a Unit, as shown and defined on the Condominium Plan, which consists of buildings and other improvements;

(f) An undivided one eightieth (1/80) fee interest in and to those portions of the Common Area, as shown and defined on the Condominium Plan which consist of buildings and other improvements;

(g) An exclusive easement on the fee estate referred to in item (f) above which easement is defined as Restricted Common Area as described on the Condominium Plan for entry, staircases and attic space relating to each Unit which consist of buildings and other improvements;

(h) A non-exclusive easement and right to use the fee estate referred to in item (f) above except the Restricted Common Area, which consist of buildings and improvements; and

(i) A membership in the Association."

4. All other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day first above written, its effective date.

THE ROBERT P. WARMINGTON CO.,
a California corporation

By Roger P. Warmington

HOUSER BROS., CO., a California
Limited Partnership

By Clifford G. Houser

By Arthur J. Houser

Robert P. Warmington
Robert P. Warmington

BK 13690P8 1094

TO 1949 CA (6-74)
(Corporation)

STATE OF CALIFORNIA

COUNTY OF Orange } SS.

On July 31, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warrington known to me to be the President, and

known-to-me-to-be Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Pearl L. Hunt



(This area for official notarial seal)

TO 1949 CA (6-74)
(Partnership)

STATE OF CALIFORNIA

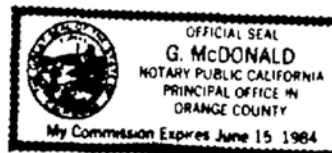
COUNTY OF ORANGE } SS.

On AUGUST 4, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared CLIFFORD C. HOUSER AND VERNAL F. HOUSER

known to me to be BOTH of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Signature G. McDonald



(This area for official notarial seal)

TO 1944 CA (6-74)
(Individual)

STATE OF CALIFORNIA

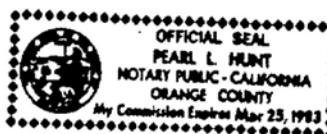
COUNTY OF Orange } SS.

On July 31, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warrington

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Pearl L. Hunt



(This area for official notarial seal)

EXHIBIT 3

340

CR-111/JV-791

ATTORNEY OR PERSON WITHOUT ATTORNEY (Name, State Bar number, and address):



Recording requested by and return to:

Janine Jasso
16025 Warmington Lane
Huntington Beach, CA 92649

TELEPHONE NO.: 213-247-6030

FAX NO. (Optional):

E-MAIL ADDRESS (Optional): j9_jasso@yahoo.com



ATTORNEY FOR:



JUDGMENT
CREDITOR



ASSIGNEE OF
RECORD

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



101.00

* \$ R 0 0 1 2 8 5 8 6 8 1 \$ *

2021000348287 11:32 am 05/27/21

340 414A A03 3

0.00 0.00 0.00 0.00 6.00 10.00 0.000.0075.00 3.00

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange

STREET ADDRESS: 8141 13th Street

MAILING ADDRESS:

CITY AND ZIP CODE: Westminster, CA, 92683

BRANCH NAME: West Justice Center

FOR RECORDER'S USE ONLY

CASE NUMBER:

18WM05278

CASE NAME: People of the State of California v. Gallian

FOR COURT USE ONLY

ABSTRACT OF JUDGMENT—RESTITUTION ☐ Amended

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAY 26 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: T. TRAN, DEPUTY

1. The ☒ judgment creditor ☐ assignee of record ☐ other (specify):

Janine Jasso

applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Jamie Gallian
16222 Monterey Lane, Space 376
Huntington Beach, CA, 92649

b. ☒ Driver's license no. [last 4 digits] and state: 0742 /CA

c. ☒ Social security no. [last 4 digits]: 3936

d. ☒ Date of birth: 11-16-1962

☐ Unknown

☐ Unknown

☐ Unknown

Date: 05/26/2021

Janine Jasso

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

☒ ON INFORMATION AND BELIEF

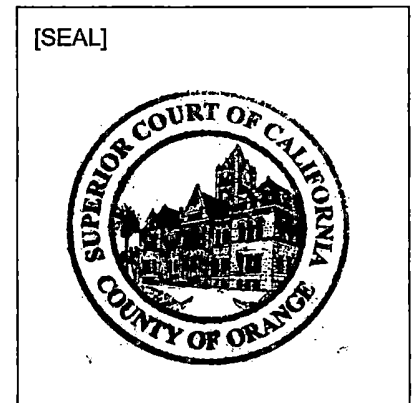
IT
3P
ID
FF
SB

CR-111/JV-791

CASE NAME: People of the State of California v. Jamie Gallian	CASE NUMBER: 18WM05278
--	----------------------------------

CERTIFICATION

2. I certify that the following is a true and correct judgment entered in this action.
3. Judgment creditor (*name*): Janine Jasso
☒ whose address or whose attorney's address appears on this form above the court's name.
4. Judgment debtor (*full name as it appears in judgment*): Jamie Gallian
5. Judgment entered on (*date*): 12/12/2019
6. Total amount of judgment as entered or last renewed: \$ 13,229.24
7. ☐ A stay of enforcement was ordered on: _____ and is effective until: ~~REDACTED~~
☒ A stay of enforcement was not ordered.



This abstract of judgment was issued on (*date*): **MAY 26 2021**

Clerk, by

, Deputy

T. TRAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE
WEST JUSTICE CENTER
8141 13th Street, Westminster, CA 92683

NOTICE TO DEFENDANT

Defendant Name: **Gallian, Jamie Lynn**

Case No: **18WM05278**

Address: 16222 MONTEREY Lane 376,
Huntington Beach, CA 92649 USA.

Date Sentenced: 12/12/19

AKAs: Barclay, Jamie Lynn ; Gallian, Jamie ; Gallian, Jamie Lynn ;
Gallian-Pierpoint, Jamie ; Peters, Jamie Lynn ; Pierpont, Jamie ;
Stone, Jamie Lynn

Date of Order: 05/03/21 Judicial Officer: Haskins, Kevin

Dept: W18

OC Pay #: 9466479

Balance Due \$13,229.24

Charging Doc: Original Complaint

CNT OL CHARGE

1 M 166(a)(4) PC

CNT OL CHARGE

2 M 166(a)(4) PC

Hearing held on 05/03/2021 at 09:00 AM in Department W18 for Chambers Work

The Court has reviewed correspondence and rules as follows:

Request for copy of defendant's statement of assets is denied.

Case Processing directed to send notice by letter.

Notice to defendant issued.

You can obtain additional case information through the court's Public Access Website at
www.occourts.org

I hereby certify the foregoing instrument consisting of 1 page(s)
is a true and correct copy of the original on file in this court.



ATTEST: (DATE)

MAY 26 2021

DAVID H. YAMASAKI, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY

Patty Conde

DEPUTY

PATTY CONDE

THIS IS A CERTIFIED COPY OF THE
RECORD IF IT BEARS THE SEAL, AND
SIGNATURE OF THE ORANGE
COUNTY CLERK-RECORDER.

DATE: 06/01/2021

CERTIFICATION FEE: 4.00



COUNTY CLERK-RECORDER

Hugh Nguyen

ORANGE COUNTY
STATE OF CALIFORNIA

EXHIBIT 4

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Brenda Radmacher (SBN: 185265) / James E. Hawley (SBN: 299723) GORDON REES SCULLY MANSUKHANI, LLP 633 W. 5th Street, 52nd Floor Los Angeles, CA 90071 TELEPHONE NO.: (213) 576-5000 FAX NO. (Optional): (877) 306-0043 E-MAIL ADDRESS (Optional): bradmacher@grsm.com / jhawley@grsm.com ATTORNEY FOR (Name): X-Ds Gragnano; Phillips; Beck; Paulin; Jasso; Burrett		FOR COURT USE ONLY ELECTRONICALLY FILED Superior Court of California, County of Orange 12/07/2018 at 10:16:00 AM Clerk of the Superior Court By e Clerk, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange STREET ADDRESS: 700 W. Civic Center Dr. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, 92701 BRANCH NAME: Central Justice Center		
PLAINTIFF/PETITIONER: Huntington Beach Gables Homeowners Assoc. DEFENDANT/RESPONDENT: Sandra L. Bradley; Jamie L. Gallian et al.		
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeded \$25,000) <input type="checkbox"/> LIMITED CASE (Amount demanded was \$25,000 or less)		CASE NUMBER: 30-2017-00913985-CU-CO-CJC

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): December 4, 2018
2. A copy of the judgment, decree, or order is attached to this notice.

Date: December 7, 2018

James E. Hawley

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

► 
(SIGNATURE)

PLAINTIFF/PETITIONER: The Huntington Beach Gables Homeowners Association

CASE NUMBER:

30-2017-00913985-CU-CO-CJC

DEFENDANT/RESPONDENT: Sandra L. Bradley; Jamie L. Gallian et al.

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*): 101 West Broadway, Suite 2000, San Diego, CA

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
b. ☒ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*): December 7, 2018
b. from (*city and state*): San Diego, California

4. The envelope was addressed and mailed as follows:

a. Name of person served: Jamie L. Gallian

Street address: 5782 Pinon Drive
City: Huntington Beach
State and zip code: CA 92649

c. Name of person served:

Street address:
City:
State and zip code:

b. Name of person served:

Street address:
City:
State and zip code:

d. Name of person served:

Street address:
City:
State and zip code:

☒ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached 2.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 7, 2018

Jeanne P. Farrar

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

3728619

11/09/2018 at 10:23:23 AM
Clerk of the Superior Court
By eClerk, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 04 2018

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION, a
California Nonprofit Mutual Benefit
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and
as Trustee of the Sandra L. Bradley Trust;
JAMIE L. GALLIAN, an individual; and
DOES 1 through 25, inclusive,

Defendants.

AND RELATED CROSS-ACTIONS.

) Case No. 30-2017-00913985-CU-CO-
) CJC

) *Honorable James L. Crandall*

) **[PROPOSED] JUDGMENT FOR**
) **ATTORNEYS' FEES**

) FAC Filed: May 16, 2017
) Trial Date: December 10, 2018

1 The above-captioned matter came on regularly for hearing on Cross-Defendants Lee
2 Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, and Lori Burrett's Motion for
3 Attorneys' Fees and Costs on November 1, 2018 and November 8, 2018, in Department C33 of
4 the Superior Court in and for the State of California, County of Orange, the Honorable James L.
5 Crandall presiding.

6 Cross-Defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso,
7 and Lori Burrett appeared by and through its attorneys, Brenda Radmacher of Gordon & Rees,
8 LLP. Cross-Complainant Jamie L. Gallian, in pro per, appeared on behalf of herself. After
9 hearing evidence and arguments, and good cause appearing;

10 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Cross-
11 Defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, and Lori
12 Burrett are awarded their attorneys' fees in the amount of \$46,138.00 against Cross-Complainant
13 Jamie L. Gallian. Post-judgment interest at a rate of ten (10) percent annum from the date hereof,
14 till paid, shall accrue on the amount above.

15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

16
17 Dated: 12-4-, 2018

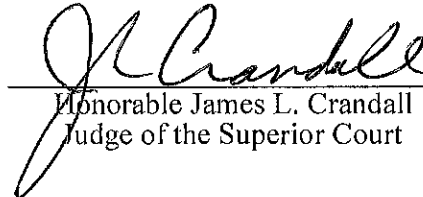

Honorable James L. Crandall
Judge of the Superior Court

EXHIBIT 5

LLC-12

18-324020



Secretary of State
Statement of Information
 (Limited Liability Company)

141

FILED
Secretary of State
State of California

OCT 19 2018

IMPORTANT — This form can be filed online at bizfile.sos.ca.gov.

Read instructions before completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
 Certification Fee — \$5.00 plus copy fees

7/NF/CC
 Above Space For Office Use Only

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

J-Pad, LLC

2. 12-Digit Secretary of State Entity (File) Number

201804010750

3. State, Foreign Country or Place of Organization (only if formed outside of California)

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
2702 N. GAFF ST	ORANGE	CA	92865
b. Mailing Address of LLC, if different than item 4a	City (no abbreviations)	State	Zip Code
2702 N. GAFF ST	ORANGE	CA	92865
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
2702 N. GAFF ST	ORANGE	CA	92865

5. Manager(s) or Member(s)

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and address(es) on Form LLC-12A.

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
ANTHONY		CALDERON	
b. Entity Name - Do not complete Item 5a			
c. Address	City (no abbreviations)	State	Zip Code
2702 N. GAFF ST	ORANGE	CA	92865

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
RON		PIERPONT	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
5782 PINON DR	HUNTINGTON BEACH	CA	92649

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b

7. Type of Business

Describe the type of business or services of the Limited Liability Company

INVESTMENT

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
ANTHONY	D	CALDERON	
b. Address	City (no abbreviations)	State	Zip Code
2702 N. GAFF ST	ORANGE	CA	92865

9. The information contained herein, including any attachments made part of this document, is true and correct.

10-18-18

Date

ANTHONY CALDERON

Type or Print Name of Person Completing the Form

CEO

Title

Anthony Calderon
 Signature

**Attachment to
Statement of Information
(Limited Liability Company)****LLC-12A
Attachment****A. Limited Liability Company Name** (Enter the exact name on file with the California Secretary of State.)

J-Pad, LLC

*Above Space For Office Use Only***B. 12-Digit Secretary of State Entity (File) Number**

201804010750

C. State, Foreign Country, or Place of Organization (only if formed outside of California)**D. List of Additional Manager(s) or Member(s)** - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

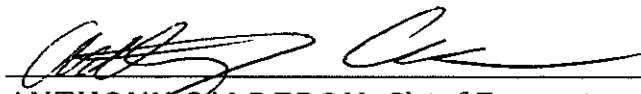
2a. First Name - Do not complete Item 2b JAMIE	Middle Name LYNN	Last Name GALLIAN	Suffix
2b. Entity Name - Do not complete Item 2a			
2c. Address 4476 ALDERPORT DRIVE	City (no abbreviations) HUNTINGTON BEACH	State CA	Zip Code 92649
3a. First Name - Do not complete Item 3b	Middle Name	Last Name	Suffix
3b. Entity Name - Do not complete Item 3a			
3c. Address	City (no abbreviations)	State	Zip Code
4a. First Name - Do not complete Item 4b	Middle Name	Last Name	Suffix
4b. Entity Name - Do not complete Item 4a			
4c. Address	City (no abbreviations)	State	Zip Code
5a. First Name - Do not complete Item 5b	Middle Name	Last Name	Suffix
5b. Entity Name - Do not complete Item 5a			
5c. Address	City (no abbreviations)	State	Zip Code
6a. First Name - Do not complete Item 6b	Middle Name	Last Name	Suffix
6b. Entity Name - Do not complete Item 6a			
6c. Address	City (no abbreviations)	State	Zip Code
7a. First Name - Do not complete Item 7b	Middle Name	Last Name	Suffix
7b. Entity Name - Do not complete Item 7a			
7c. Address	City (no abbreviations)	State	Zip Code
8a. First Name - Do not complete Item 8b	Middle Name	Last Name	Suffix
8b. Entity Name - Do not complete Item 8a			
8c. Address	City (no abbreviations)	State	Zip Code

ATTACHMENT
TO CERTIFICATE OF AMENDMENT to ARTICLES
of ORGANIZATION of a LIMITED LIABILITY
COMPANY (LLC)
(FORM LLC -12,12a)

J-PAD, LLC

11. I certify under penalty of perjury that the contents of this Document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person:



ANTHONY CALDERON, Chief Executive Officer/Manager of J-Pad, LLC

EXHIBIT 6

CENTRAL JUSTICE CENTER**MINUTE ORDER**

DATE: 09/27/2018

TIME: 01:30:00 PM

DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: (ACRPT) Cheri Violette CSR# 3584

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: **30-2017-00913985-CU-CO-CJC** CASE INIT.DATE: 04/11/2017CASE TITLE: **The Huntington Beach Gables Homeowners Association vs. Bradley**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72875934**EVENT TYPE:** Motion to Compel Response to Requests for Admissions

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Request for Admissions, 08/23/2018

EVENT ID/DOCUMENT ID: 72875943**EVENT TYPE:** Motion to Compel Answers to Special Interrogatories

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Interrogatories Special, 08/23/2018

EVENT ID/DOCUMENT ID: 72875946**EVENT TYPE:** Motion to Compel Answers to Form Interrogatories

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Interrogatories Form, 08/23/2018

Additional events listed on last page.

APPEARANCES

Pejman D. Kharrazian, Esq., from Epsten Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

David R. Flyer, Esq., specially appearing.

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows: The Tentative Ruling, as amended, will become the final ruling of the court. Plaintiff's requests for sanctions as to the motions to compel further responses are denied.

The court rules as follows:

1. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Responses to Form Interrogatories (Set One) from Defendant Jamie Gallian and Request

for **Sanctions:**

Plaintiff The Huntington Beach Gables Homeowners Association's unopposed Motion to Compel Responses to Form Interrogatories and Imposition of Sanctions is GRANTED. (See Code Civ. Proc. § 2030.290, subd. (a)).

Defendant Jamie L. Gallian is ordered to serve verified responses without objections to Plaintiff's Form Interrogatories, Set No. One, within ten days. The court imposes monetary sanctions against Defendant Jamie L. Gallian in the amount of \$1,535.00, payable to counsel for Plaintiff within thirty days.

2. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Further Responses to Special Interrogatories (Set One) and Request for Sanctions:

The court GRANTS Plaintiff's Request For Judicial Notice.

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel Further Responses to Plaintiff's Special Interrogatories Set No. 1 is GRANTED. (See Code Civ. Proc. § 2030.300).

The court finds that Defendant is equitably estopped from asserting that the Plaintiff's motions are not timely filed, because these motions were initially timely filed, and ordered off calendar by the court in reliance upon a settlement between the parties placed on the record before the court. Once it became clear that defendant was unwilling to live up to the terms reached before the court, Plaintiff timely renewed the motions.

Defendant Jamie L. Gallian is ordered to serve further, non-evasive responses to Plaintiff's Special Interrogatories Set No. 1 without objections within ten days.

The request for monetary sanctions against Defendant Jamie L. Gallian is denied.

3. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Responses to Request for Production of Documents (Set One) and Request for Sanctions:

Plaintiff's Request For Judicial Notice is GRANTED.

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel Responses to Inspection Demands and Imposition of Sanctions is GRANTED. (See Code Civ. Proc. § 2031.300, subd. (a)).

Defendant Jamie L. Gallian is ordered to serve verified responses without objections to Plaintiff's Inspection Demand, Set No. One, which fully complies with Code Civ. Proc. § 2031.210(a), and all responsive documents (whatever their source), within ten days.

The court also imposes monetary sanctions against Defendant Jamie L. Gallian in the amount of \$1,535.00, payable to counsel for Plaintiff within thirty days. (See Code Civ. Proc. § 2031.300, subd. (h)).

4. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Further Responses to Request for Admissions (Set One) and Request for Sanctions:

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel to Further Responses to Plaintiff's Requests For Admissions, Set No. 1, is GRANTED. (See Code Civ. Proc. § 2033.290).

The court finds that Defendant is equitably estopped from asserting that the Plaintiff's motions are not timely filed, because these motions were initially timely filed and ordered off calendar by the court in reliance upon a settlement between the parties placed on the record before the court. Once it became clear that defendant was unwilling to live up to the terms reached before the court, Plaintiff timely renewed the motions.

Defendant Jamie L. Gallian is ordered to serve further, non-evasive responses to Plaintiff's Requests For Admissions Set No. 1 without objections within ten days.

The request for monetary sanctions against Defendant Jamie L. Gallian is denied.

Defendant's request for imposition of monetary sanctions is denied.

Defendant to give notice.

A Mandatory Settlement Conference is scheduled for 10/05/2018 at 09:00 AM in Department C33.

Defendant Jamie L. Gallian's oral Ex Parte Request to advance the hearing date on her Motion for Judgment on the Pleadings, set for 12/13/2018, is granted.

The Motion by Defendant Jamie L. Gallian for Judgment on the Pleadings, set for 12/13/2018, is ordered advanced to 12/06/2018 at 01:30 PM in this department.

Court orders defendant to give notice.

ADDITIONAL EVENTS:

EVENT ID/DOCUMENT ID: 72875949
EVENT TYPE: Motion to Compel Production
MOVING PARTY: The Huntington Beach Gables Homeowners Association
CAUSAL DOCUMENT/DATE FILED: Motion to Compel Production/Inspection of Documents or Things,
08/23/2018

EXHIBIT 7

19-A78778

FILED

In the office of the Secretary of State
of the State of California

FEB 26, 2019

This Space For Office Use Only

**Secretary of State**
Statement of Information
(Limited Liability Company)**IMPORTANT** — [Read instructions](#) before completing this form.**Filing Fee – \$20.00****Copy Fees** – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

J-PAD, LLC.

2. 12-Digit Secretary of State File Number

201804010750

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box

16222 Monterey Ln 376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

b. Mailing Address of LLC, if different than item 4a

16222 Monterey Ln 376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box

16222 Monterey Ln 376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

5. Manager(s) or Member(s)If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete Item 5a

J-Sandcastle Co, LLC

c. Address

16222 Monterey Ln 376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

6. Service of Process (Must provide either Individual **OR** Corporation.)**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.a. California Agent's First Name (if agent is **not** a corporation)

Steven

Middle Name

Last Name

Gallian

Suffix

b. Street Address (if agent is **not** a corporation) - **Do not enter a P.O. Box**

821 W 16th Street

City (no abbreviations)

Costa Mesa

State

CA

Zip Code

92663

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

Residential Investments

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

9. The Information contained herein, including any attachments, is true and correct.

02/26/2019

Date

Jamie I Gallian

Type or Print Name of Person Completing the Form

Its Member

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []



**Attachment to
Statement of Information
(Limited Liability Company)**

**LLC-12A
Attachment**

19-A78778

A. Limited Liability Company Name

J-PAD, LLC.

This Space For Office Use Only

B. 12-Digit Secretary of State File Number

201804010750

C. State or Place of Organization (only if formed outside of California)

CALIFORNIA

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name	Middle Name	Last Name	Suffix
Entity Name Jamie L Gallian			
Address 16222 Monterey Ln 376		City (no abbreviations) Huntington Beach	State CA Zip Code 92649
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code

EXHIBIT 8



Secretary of State
Statement of Information
 (Limited Liability Company)

LLC-12

20-A11795

FILED

In the office of the Secretary of State
 of the State of California

JAN 08, 2020

This Space For Office Use Only**IMPORTANT** — Read instructions before completing this form.**Filing Fee – \$20.00**

Copy Fees – First page \$1.00; each attachment page \$0.50;
 Certification Fee - \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions](#).)

J-PAD, LLC.

2. 12-Digit Secretary of State File Number

201804010750

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
16222 Monterey Ln #376	Huntington Beach	CA	92649
b. Mailing Address of LLC, if different than item 4a	City (no abbreviations)	State	Zip Code
16222 Monterey Ln #376	Huntington Beach	CA	92649
c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
16222 Monterey Ln #376	Huntington Beach	CA	92649

5. Manager(s) or Member(s)

If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
Robert		McLelland	
b. Entity Name - Do not complete Item 5a			
c. Address	City (no abbreviations)	State	Zip Code
21742 Anza Avenue	Torrance	CA	90503

6. Service of Process (Must provide either Individual **OR** Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Robert		McLelland	
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
21742 Anza Avenue	Torrance	CA	90503

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

Residential Management

8. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address	City (no abbreviations)	State	Zip Code

9. The Information contained herein, including any attachments, is true and correct.

01/08/2020

Date

Jamie Lynn Gallian

Type or Print Name of Person Completing the Form

Secretary

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []

EXHIBIT 9

20-A44402

FILED

In the office of the Secretary of State
of the State of California

JAN 29, 2020

This Space For Office Use Only

**Secretary of State**
Statement of Information
(Limited Liability Company)**IMPORTANT** — Read instructions before completing this form.**Filing Fee – \$20.00****Copy Fees** – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees**1. Limited Liability Company Name** (Enter the exact name of the LLC. If you registered in California using an alternate name, [see instructions.](#))

J-SANDCASTLE CO, LLC

2. 12-Digit Secretary of State File Number

201829810053

3. State, Foreign Country or Place of Organization (only if formed outside of California)

CALIFORNIA

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box

16222 Monterey Lane #376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

b. Mailing Address of LLC, if different than item 4a

16222 Monterey Lane #376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

c. Street Address of California Office, if Item 4a is not in California - Do not list a P.O. Box

16222 Monterey Lane #376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

5. Manager(s) or Member(s)If no **managers** have been appointed or elected, provide the name and address of each **member**. At least one name **and** address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A ([see instructions](#)).

a. First Name, if an individual - Do not complete Item 5b

Ronald

Middle Name

J

Last Name

Pierpont

Suffix

b. Entity Name - Do not complete Item 5a

c. Address

16222 Monterey Lane #376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

6. Service of Process (Must provide either Individual **OR** Corporation.)**INDIVIDUAL** – Complete Items 6a and 6b only. Must include agent's full name and California street address.a. California Agent's First Name (if agent is **not** a corporation)

Steven

Middle Name

A

Last Name

Fink

Suffix

Esq.

b. Street Address (if agent is **not** a corporation) - **Do not enter a P.O. Box**

13 Corporate Plaza Dr. Ste.150

City (no abbreviations)

Newport Beach

State

CA

Zip Code

92660

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

Residential Management

8. Chief Executive Officer, if elected or appointed

a. First Name

Ronald

Middle Name

J

Last Name

Pierpont

Suffix

b. Address

16222 Monterey Lane #376

City (no abbreviations)

Huntington Beach

State

CA

Zip Code

92649

9. The Information contained herein, including any attachments, is true and correct.

01/29/2020

Date

Jamie Lynn Gallian

Type or Print Name of Person Completing the Form

Secretary

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. [SEE INSTRUCTIONS](#) BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []


**Attachment to
Statement of Information
(Limited Liability Company)**
**LLC-12A
Attachment**

20-A44402

A. Limited Liability Company Name

J-SANDCASTLE CO, LLC

This Space For Office Use Only

B. 12-Digit Secretary of State File Number

201829810053

C. State or Place of Organization (only if formed outside of California)

CALIFORNIA

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

First Name	Middle Name	Last Name	Suffix
Entity Name J-Pad, LLC			
Address 16222 Monterey Lane #376		City (no abbreviations) Huntington Beach	State CA Zip Code 92649
First Name Steven	Middle Name D	Last Name Gallian	Suffix
Entity Name			
Address 16222 Monterey Lane #376		City (no abbreviations) Huntington Beach	State CA Zip Code 92649
First Name Justin	Middle Name D	Last Name Barclay	Suffix
Entity Name			
Address 16222 Monterey Lane #376		City (no abbreviations) Huntington Beach	State CA Zip Code 92649
First Name Brian	Middle Name J	Last Name Gallian	Suffix
Entity Name			
Address 16222 Monterey Lane #376		City (no abbreviations) Huntington Beach	State CA Zip Code 92649
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code
First Name	Middle Name	Last Name	Suffix
Entity Name			
Address		City (no abbreviations)	State Zip Code

EXHIBIT 10

EA-100

**Request for Elder or Dependent
Adult Abuse Restraining Orders**

Read *Can an Elder or Dependent Adult Abuse Restraining Order Help Me?* (form EA-100-INFO) before completing this form. Also fill out *Confidential CLETS Information* (form CLETS-001), with as much information as you know.

1 Elder or Dependent Adult in Need of Protection

a. Full Name: Sandra L. Bradley

Sex: ☐ M ☒ F Age: 68

2 Person From Whom Protection Is Sought

Full Name: Jamie Lynn Galian

Address (if known): 4472 Alderport Drive

City: Huntington Beach State: CA Zip: 92649

3 Person Requesting Order

Who is asking the court for protection? (Check a, b, or c):

a. ☒ The elder or dependent adult named in ①.

b. ☐ Name: _____
conservator of the ☐ person ☐ estate ☐ person and estate
of the person named in ①, appointed by (name of court): _____
Case No.: _____

c. ☐ Other (name) _____

(Show this person's legal authority to make this request on an attached sheet of paper. Write "Attachment 3c—Information About Person Requesting Protective Order" for a title. You may use form MC-025, Attachment.)

4 Contact Information

Contact information for the person asking the court for protection:

a. Your Lawyer (if you have one for this case):

Name: Gianna Gruenwald State Bar No.: 228969

Firm Name: Ross Wersching & Wolcott, LLP

b. Your Address (If you have a lawyer, give your lawyer's information. If you do not have a lawyer and want to keep your home address private, you may give a different mailing address instead. The person in ① does not have to give telephone, fax, or e-mail.):

Address: 3151 Airway Ave., Suite S-1

City: Costa Mesa State: CA Zip: 92626

Telephone: 714-444-3900 Fax: 714-444-3901

E-Mail Address: gianna@rossllp.com

Clerk stamps date here when form is filed.

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

06/07/2017 at 09:11:31 AM

Clerk of the Superior Court
By Jeffrey Smith, Deputy Clerk

Fill in court name and street address:

**Superior Court of California, County of
Orange**
700 W. Civic Center Drive
Santa Ana, CA 92701

Court fills in case number when form is filed.

Case Number:

30-2017-00924559-PR-OP-CJC

This is not a Court Order.



Case Number:

30-2017-00924559-PR-OP-CJC

5 Description of Protected Person

Describe the person named in **1**. (Check a or b):

- a. ☒ Is age 65 or older and a resident of California.
- b. ☐ Is a resident of California and an adult under age 65. This person has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights. (Briefly describe limitations on the attached sheet of paper or form MC-025. Write "Attachment 5—Description of Protected Person" for a title.)

6 Additional Protected Persons

- a. Are you asking for protection for any other family or household members or for the conservator of the elder or dependent adult listed in **1**? ☐ Yes ☒ No (If yes, list them):

Full Name	Sex	Age	Lives with you?	How are they related to you?
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

- ☐ Check here if there are more persons. Attach a sheet of paper and write "Attachment 6a—Additional Protected Persons" for a title. You may use form MC-025, Attachment.

- b. Why do these people need protection? (Explain below):

- ☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 6b—Why Others Need Protection" for a title.

7 Relationship of Parties

How does the person in **1** know the person in **2**? (Explain below):

- ☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 7—Relationship of Parties" for a title.

Jamie Gallian is Sandra's deceased husband's stepdaughter from a prior marriage. He never legally adopted her.

8 Venue

Why are you filing in this county? (Check all that apply):

- a. ☒ The person in **2** lives in this county.
- b. ☒ The person in **1** was abused by the person in **2** in this county.
- c. ☐ Other (specify):

This is not a Court Order.



Case Number:
30-2017-00924559-PR-OP-CJC

9 Other Court Cases

- a. Has the person in (1) or any of the persons named in (6) been involved in another court case with the person in (2)? ☐ No ☒ Yes (If yes, specify the kind of each case and indicate where and when each was filed):

Kind of Case	Filed in (County/State)	Year Filed	Case Number (if known)
(1) <input type="checkbox"/> Elder or Dependent Adult Abuse			
(2) <input type="checkbox"/> Civil Harassment			
(3) <input type="checkbox"/> Domestic Violence			
(4) <input type="checkbox"/> Divorce, Nullity, Legal Separation			
(5) <input type="checkbox"/> Paternity, Parentage, Child Custody			
(6) <input type="checkbox"/> Eviction			
(7) <input type="checkbox"/> Guardianship			
(8) <input type="checkbox"/> Workplace Violence			
(9) <input type="checkbox"/> Small Claims			
(10) <input type="checkbox"/> Criminal			
(11) <input checked="" type="checkbox"/> Other (specify):	Orange	2017	30-2017-00915711-PR
Probate, civil	Orange	2017	30-2017-00913985-CU-CO-CJC

- b. Are there now any protective or restraining orders in effect relating to the person in (1) or any of the persons named in (6) and the person in (2)? ☒ No ☐ Yes (If yes, attach a copy if you have one.)

10 Description of Abuse

- a. Abuse means either:

- (1) Physical abuse, neglect, financial abuse, abandonment, isolation, abduction, or other treatment with resulting physical harm or pain or mental suffering; or
- (2) The withholding by a caretaker of goods or services that are necessary to avoid physical harm or mental suffering.

- b. Tell the court about the last time the person in (2) abused the person in (1).

(1) When did it happen? (Provide date or estimated date): March 2017 - ongoing

(2) Who else was there?
Myself and Jamie Gallian.

(3) Describe what happened below.

- ☒ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 10b(3)—Describe Abuse" for a title.

(4) Was the abuse solely financial abuse unaccompanied by force, threat, harassment, intimidation, or any other form of abuse?

- ☐ Yes, only financial abuse. ☒ No, the abuse included other forms of abuse described above.

This is not a Court Order.



Case Number:

30-2017-00924559-PR-OP-CJC

(5) Did the person in (2) use or threaten to use a gun or any other weapon?

☐ Yes ☒ No (If yes, explain below):

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 10b(5)—Use of Weapons" for a title.

(6) Was the person in (1) harmed or injured as a result of the acts of abuse described above?

☒ Yes ☐ No (If yes, explain below):

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 10b(6)—Harm or Injury" for a title.

Respondent's behavior has caused Petitioner significant stress, anxiety, and deprivation of sleep.

(7) Did the police come? ☐ Yes ☒ No

If yes, did they give the person in (1) or the person in (2) an Emergency Protective Order? ☐ Yes ☐ No

If yes, the order protects (check all that apply):

a. ☐ The person in (1) b. ☐ The person in (2) c. ☐ The persons in (6)

(Attach a copy of the order if you have one.)

c. Is the person in (2) a care custodian who deprived the person in (1) of (kept from him or her, did not allow him or her to have or receive, or did not provide him or her with) goods or services that the person needed to avoid physical harm or mental suffering?

☐ Yes ☒ No (If yes, describe below what the person was deprived of and how that affected him or her):

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 10c—Deprivation by Care Custodian" for a title.

d. Has the person in (2) abused the person in (1) at other times?

☐ Yes ☒ No (If yes, describe prior incidents and provide dates below):

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 10d—Previous Abuse" for a title.

This is not a Court Order.



Case Number:

30-2017-00924559-PR-OP-CJC

Check the orders you want. ☒

11 ☒ Personal Conduct Orders

I ask the court to order the person in **(2)** not to do any of the following things to the person in **(1)** or to any person to be protected listed in **(6)**:

- a. ☒ Physically abuse, financially abuse, intimidate, molest, attack, strike, stalk, threaten, assault (sexually or otherwise), hit, harass, destroy the personal property of, or disturb the peace of the person.
- b. ☒ Contact the person, either directly or indirectly, in any way, including, but not limited to, in person, by telephone, in writing, by public or private mail, by interoffice mail, by e-mail, by text message, by fax, or by other electronic means.
- c. ☐ Other (specify):
☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 11c—Other Personal Conduct Orders," for a title.

The person in **(2)** will be ordered not to take any action to get the addresses or locations of any protected person unless the court finds good cause not to make the order.

12 ☒ Stay-Away Orders

- a. I ask the court to order the person in **(2)** to stay at least 100 yards away from (check all that apply):

- (1) ☒ The elder or dependent adult in **(1)**
- (2) ☐ The persons in **(6)**
- (3) ☒ The home of the elder or dependent adult
- (4) ☐ The job or workplace of the elder or dependent adult
- (5) ☒ The vehicle of the elder or dependent adult
- (6) ☒ Other (specify): 76757 Chrysanthemum Way, Palm Desert, CA 92211

- b. If the court orders the person in **(2)** to stay away from all the places listed above, will he or she still be able to get to his or her home, school, or job? ☒ Yes ☐ No (If no, explain below):

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 12b—Stay-Away Orders," for a title.

This is not a Court Order.

Revised January 1, 2017

**Request for Elder or Dependent Adult Abuse
Restraining Orders**
(Elder or Dependent Adult Abuse Prevention)

EA-100, Page 5 of 8



Case Number:

30-2017-00924559-PR-OP-CJC

13 ☐ **Move-Out Order**

I ask the court to order the person in **(2)** to move out from and not return to the residence at (address):

The person in **(1)** will suffer physical or emotional harm if the person in **(2)** does not leave the residence. The person in **(2)** is not named in the title or lease of the residence, either alone or with others beside the person in **(1)**.

☐ I ask for this move-out order right away to last until the hearing, because:

- a. The person in **(2)** assaulted or threatened the person in **(1)**; and
- b. The person in **(1)** has the right to live at the above residence. (Explain below):

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 13—My Right to Residence," for a title.

14 **Guns or Other Firearms and Ammunition**

Does the person in **(2)** own or possess any guns or other firearms? ☐ Yes ☐ No ☒ I don't know

*Unless the abuse is only financial, if the judge grants a protective order, the person in **(2)** will be prohibited from owning, possessing, purchasing, receiving, or attempting to purchase or receive a gun, other firearm, and ammunition while the protective order is in effect. The person in **(2)** will also be ordered to turn in to law enforcement, or sell to or store with a gun dealer, any guns or firearms within his or her immediate possession or control.*

15 **Immediate Orders**

Do you want the court to make any of these orders now that will last until the hearing without notice to the person in **(2)**? ☐ Yes ☒ No (If you answered yes, explain why below):

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 15—Immediate Orders" for a title.

16 ☐ **Request to Give Less Than Five-Days' Notice**

*You must have your papers personally served on the person in **(2)** at least five days before the hearing, unless the court orders a shorter time for service. (Form EA-200-INFO explains What Is "Proof of Personal Service"? Form EA-200, Proof of Personal Service, may be used to show the court that the papers have been served.)*

If you want there to be fewer than five days between service and the hearing, explain why below:

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 16—Request to Give Less Than Five-Days' Notice" for a title.

This is not a Court Order.



Case Number:

30-2017-00924559-PR-OP-CJC

- 17 **No Fee to Serve Orders** *If you want the sheriff or marshal to serve (notify) the person in 2 about the orders for free, ask the court clerk what you need to do.*

18 ☒ **Lawyer's Fees and Costs**

I ask the court to order payment of my: a. ☐ Lawyer's fees b. ☐ Court costs

The amounts requested are:

<u>Item</u>	<u>Amount</u>	<u>Item</u>	<u>Amount</u>
Attorney fees	\$ TBD		\$
	\$		\$
	\$		\$

- ☐ Check here if there are more items. Put the items and amounts on the attached sheet of paper or form MC-025 and write "Attachment 18—Lawyer's Fees and Costs" for a title.

19 ☐ **Possession and Protection of Animals**

I ask the court to order the following:

- a. ☐ That the person in 1 be given the sole possession, care, and control of the animals listed below, which he/she owns, possesses, leases, keeps, or holds, or which reside in his/her household.
(Identify animals by, e.g., type, breed, name, color, sex.)

I request sole possession of the animals because (specify good cause for granting order):

- ☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-025 and write "Attachment 19a—Possession of Animals" for a title.

- b. ☐ That the person in 2 must stay at least _____ yards away from, and not take, sell, transfer, encumber, conceal, molest, attack, strike, threaten, harm, or otherwise dispose of, the animals listed above.

This is not a Court Order.



Case Number:
80-2017-00924559-PR-OP-CJC

20 ☐ **Additional Orders Requested**

I ask the court to make the following additional orders (specify):

☐ Check here if there is not enough space for your answer. Put your complete answer on the attached sheet of paper or form MC-625 and write "Attachment 20-Additional Orders Requested," for a title.

21 Number of pages attached to this form, if any: 12

Date: June 7, 2017

Glenn Greenwald
Lawyer's name (if any)


Lawyer's signature

I declare under penalty of perjury under the laws of the State of California that the information above and on all attachments is true and correct.

Date: June 7, 2017

Brandon Bradley
Type or print your name


Signature of person filling out this request

This is not a Court Order

Request for Elder or Dependent Adult Abuse
Restraining Orders
(Elder or Dependent Adult Abuse Prevention)

EA-100, Page 2 of 2

Attachment 10b(3) – Describe Abuse

Jamie Gallian has been continuously harassing Sandra Bradley since March 2017. The harassment has included threats and demands for money.

Sandra Bradley was married to Charles James Bradley, Jr. since 1978. Charles died in an automobile accident on June 18, 2000. Charles had no children. He did have two stepdaughters from a prior marriage, Jamie Gallian being one of them. Charles was divorced from Jamie's mother when she was a minor and he never adopted her.

Sandra, who is unrelated to Jamie, has been very generous with Jamie and her sons since Charles's death. She has gifted to Jamie and Jamie's sons over \$700,000 in assets from the kindness of her heart and has had no obligation to do so. Attached as **Exhibit A** is a list of gifts from 1998 and continuing past the time of Charles' death in 2000.

Now, seventeen years after Charles' death, Jamie has decided to pursue a probate on his estate. Jamie's claims on the estate are without merit. Because Sandra has stopped giving money and gifts to Jamie, and because she objects to Jamie's probate petition, Jamie has started to threaten and abuse Sandra.

Jamie has sent numerous emails and made many calls to Sandra harassing and threatening her. She has done so in an effort to unduly influence and harass Sandra so that she will give her money. Attached as **Exhibit B** are some threatening and harassing emails Jamie sent to Sandra.

Some excerpts from the emails from Jamie to Sandra include:

- "You should sue [your attorney] yourself for breach of fiduciary duty. It's probably the only way you won't go to jail." (April 10, 2017)
- "If I come after the truth and have to find it from someone other than you, I will come at you twice as hard." (April 10, 2017)
- "I already have started gathering the evidence. Either way it will turn out badly. I just wonder if you [sic] health can withstand the stress." (April 10, 2017)
- "Remember what goes around always comes back around. And you are due." (May 25, 2017)

Jamie also left Sandra threatening and harassing voicemails. For example, on May 25, 2017, Jamie left Sandra a phone message calling her a "fucking bitch" because Sandra had removed her from her Costco account.

Sandra has told Jamie multiple times to stop communicating with her, but Jamie refuses to stop. Sandra's counsel has told Jamie's counsel that communications should only be through counsel. It appears that Jamie also refuses to follow her counsel's advice.

Exhibit A

Gifts to Jamie Gallian

2/98	Loan to open J & J's Juice	\$125,000.00
2/19/99	3 months house payment	\$7739.00
3/26/99	House payment	\$2519.00
5/13/99	House payment	\$2519.00
6/23/99	Partial house payment	\$1000.00
7/28/99	Cosign on HB J & J's	\$6560.00
12/10/99	Mortuary for Pat (Julie paid half) \$6796	\$3398.00
2000	College fund for Justin, Brian, Steven 3 x \$50,000	\$150,000.00
2/3/06	Car for Brian	\$26,495.00
	Cash:	
12/19/04		\$1000.00
12/13/06		\$500.00
6/16/14		\$1150.00
11/12/14		\$500.00
12/20/13	Holiday Inn	\$487.00
2/12/14	Chase credit card	\$7008.00
12/09	Purchase of 4476 Alderport	\$205,000.00
	Condo improvements:	
	Kitchen & laundry cabinets	\$3130.00
	Hardware & faucets	\$325.00
	Kitchen pantry	\$950.00
	Granite	\$2200.00
	Exhaust fans	\$550.00
	Other	\$1130.00
5/10	Sales tax on cabinets	\$439.00
11/11	Sliding door (\$740 + \$350 installation)	\$1096.00
6/15	Repair kitchen plumbing	\$350.00
4/16	Heater and installation of both heater and a/c	\$4900.00
	Homeowner association:	
1/14		\$632.00
11/14		\$316.00
3/15		\$632.00
6/15		\$316.00
12/15		\$623.00
	Land lease:	
2010	4 X \$1749	\$6996.00
2011	4 x \$1851	\$7404.00
2012	4 x \$1902	\$7608.00

2013	4 x \$2049	\$8196.00
2014	4 x \$2049	\$8196.00
2015	4 x \$2078	\$8312.00
2016	4 x \$2100	\$8400.00
2017	3 x 2145	\$6435.00
	Property taxes:	
2010		\$3378.00
2011		\$3230.00
2012		\$3139.00
2013		\$3161.00
2014		\$3454.00
2015		\$3525.00
2016		\$3577.00
	Condo Insurance:	
2010		\$196.00
2011		\$197.00
2012		\$198.00
2013		\$200.00
2014		\$201.00
2015		\$204.00
2016		\$205.00
	Lladro gifts. Prices shown are what was paid for them:	
	#1497 Quixote & Windmill	\$2000.00
	#1776 Conquered by Love	\$3000.00
	#5215 Fishing with Gramps	\$995.00
	#5341 I've Found Thee Dulcinea	\$2000.00
	#5847 Voyage of Columbus	\$1450.00
	#6395 Through the Park	\$2350.00
	#6630 A Little Romance	\$725.00
2000	NY Life policy with ex-wife as beneficiary. Since she had passed, it was split between Jamie & Julie \$29,062/2	\$14,531.00
		\$671927.00
2005	2000 Lexus LS 400 (value unknown)	
	Various pieces of furniture including roll top desk, tv cabinet, sleigh bed, massage chair	

Exhibit B

From: Jamie Gallian <jamiegallian@gmail.com>

Subject: Re: Stuff

Date: May 25, 2017 at 5:31:10 PM PDT

To: Sandy Bradley <sandybrad@cox.net>

Nice try. Karen had nothing to do with me contacting LuAnn, Erika and Bill. I apologized to each of them on behalf of my dad for the way they have been treated. Get your head out of your ass and hope the court doesn't afford you the same courtesy you showed LuAnn and her kids. Of course family members call when they need money or help. You should be used to it by now, your brother does it all the time. Stop being so ignorant. Remember what goes around always comes back around. And you are due.

Jamie Gallian

Sent from my iPhone

From: **Jamie Gallian** jamiegallian@gmail.com
Subject: Re: letter from hoa
Date: April 10, 2017 at 4:46 PM
To: Sandy Bradley sandybrad@cox.net

Of course the attorney would say that. I wouldn't expect him to say anything different. He is in a lot of trouble. You should sue him yourself for breach of fiduciary duty. It's probably the only way you won't go to jail.

It is not going to work for to long.

His colleagues are pretty surprised at the evidence I am gathering. Please remember the only two people that this involves is me and you. The boys still want me to work this out with you. They are reserving judgement which is the best position for them to take. It is sad, money makes people do terrible things. People and attorneys always assume they will never get caught. Here we are 17 years later. Who would ever expect this to happen. Everything will come out. A lot of lives will be effect

ed. Some people you will be surprised that I found after all these years.

You know me Sandy. If I come after the truth and have to find it from someone other than you, I will come at you twice as hard. Please think long and hard whether you want to answer the questions with me and the boys in a room with you, or in a courtroom.

I already have started gathering the evidence. Either way it will turn out badly. I just wonder if you health can withstand the stress. That is my concern.

I spoke to two of my dads best friends who have since retired from Fluor. They are the persons who told me to keep trying to talk to you.

Jamie Gallian
Sent from my iPhone

On Apr 10, 2017, at 3:03 PM, Sandy Bradley <sandybrad@cox.net> wrote:

I mailed you the documents although I'm pretty sure I had sent them to you before as they are the same.

My attorney has advised me to not talk to you.

Sandy

On Apr 8, 2017, at 8:28 PM, Jamie Gallian <jamiegallian@gmail.com> wrote:

Please forward me a copy of the letter.

Jamie Gallian
Sent from my iPhone

On Apr 8, 2017, at 12:28 PM, Sandy Bradley <sandybrad@cox.net> wrote:

<Bradley letterhead.pages>

From: Jamie Gallian jamiegallian@gmail.com
Subject: Re: Charles Bradley DOD 6-18-2000
Date: April 6, 2017 at 10:19 AM
To: Sandy Bradley sandybrad@cox.net
Cc: hjclaw@aol.com

I wanted to advise you that I am opening a probate for my dad and petitioning the court to be assigned Administer.

I gave you every opportunity to tell me the truth and come clean with everything you and Attorney Coopersmith have fraudulently colluded regarding my dads community property and separate property.

As always, I am available to discuss alternative solutions to avoid embarrassing and humiliating situations for you.

Sincerely,

Jamie Gallian
Sent from my iPhone

On Mar 28, 2017, at 3:28 PM, Apple CS <jamiegallian@gmail.com> wrote:

Sandy,

Thank you for your prompt response to my email. Shortly you will receive an email I wrote to Mr. Coopersmith and cc'd you on.

On Mar 28, 2017, at 2:12 PM, Sandy Bradley <sandybrad@cox.net> wrote:

He had no attorney nor a will. There was also no probate.

Sandy

On Mar 28, 2017, at 12:57 PM, Jamie Gallian <jamiegallian@gmail.com> wrote:

Sandy,

A dispute has risen regarding the estate of my father Charles James Bradley, Jr. The date of his death was 6/18/2000.

As you were the wife of my father at the time of his death, please accept this as Notice of Potential Litigation regarding the estate of Charles J. Bradley, Jr.

As you may know, the Will of Charles J. Bradley, Jr. is the basis for the action.

You are hereby requested to provide the name, address, phone number of my father's attorney at the time of his death to me immediately.

If a Probate Case was opened after the date of my father's death, please forward me the filed case number and the Court Location as well as the Attorney's name and phone number who filed the case.

Further delay will only result in unnecessary legal assessments by the Probate Court.

Sincerely,

Verizon LTE

Edit

Messages



Redacted

2:33 PM

Redacted

4/2/17

Today 7:09 AM

Did you inadvertently forget to place the property on Gaviota in Signal Hill in your trust of 10-18-01 that dad paid \$76,000 dollars for. California is a community property state regardless whether a persons name is on title to the property.

Also filing a fraudulent Affidavit with the Recorders office on the Rae's Creek house wasn't a smart idea. All I have to do is call the title company that the new owners have on record and tell them to take another look at the trail of Deeds. This is another reason to purchase title insurance to guarantee a clean title of which this is not. The Rae's Creek Deed was titled Community Property not Joint Tenancy. Not a smart move trying to file a "small affidavit" especially when my dad wrote a check for \$535,000 if his separate property to pay for the house. That's why you purposely titled the house community property so you would "think" you would get 50%. Sorry to tell you it doesn't work that way. There is a clear trail of "separate property" of \$535,000. Try convincing the court that you contributed to that when you didn't even have a job.

The moral of the story.

Once you tell one lie, you have to continually tell a different lie to cover the last lie.

Aren't you tired from all the lies you tell?

Here's the deal using your words

"It's a one time offer" \$125,000 cash. That is the land lease amount for the next 15 years. Also I want my dad's Ivory Collection and coin collection. It's about the only thing left of his personal property. You should take the deal. It will cost you a lot more in attorney fees and interest due for the last 17 years of fraudulent acts.

Jamie Gallian

Sunday

Did you inadvertently forget to place the property on Gaviota...



From: **Jamie Gallian** jamiegallian@gmail.com
Subject: Charles Bradley DOD 6-18-2000
Date: March 28, 2017 at 1:05 PM
To: Sandy Bradley sandybrad@cox.net
Cc: Joseph E. Mudd joseph.mudd@fslaw.com

Sandy,

A dispute has arisen regarding the estate of my father Charles James Bradley, Jr. The date of his death was 6/18/2000.

As you were the wife of my father at the time of his death, please accept this as Notice of Potential Litigation regarding the estate of Charles J. Bradley, Jr.

As you may know, the Will of Charles J. Bradley, Jr. is the basis for the action.

You are hereby requested to provide the name, address, phone number of my father's attorney at the time of his death to me immediately.

If a Probate Case was opened after the date of my father's death, please forward me the filed case number and the Court Location as well as the Attorney's name and phone number who filed the case.

Further delay will only result in unnecessary legal assessments by the Probate Court.

Sincerely,

Jamie Gallian
Sent from my iPhone

From: Jamie Gallian jamiegallian@gmail.com
Subject: Re:
Date: March 26, 2017 at 1:08 PM
To: Sandy Bradley sandybrad@cox.net

Sandy

You are mistaken again. You're right "you did initiate your trust "after" my dad died.

That does not protect you or the attorney from acts done the date of my dates death.

You can twist it anyway you want in your own head. The law is very clear. You and the attorney committed fraud as it relates to my dad's estate and absolutely had a Fiduciary Duty to uphold. I don't have to debate this with you and will not.

As far as the land lease, you will be responsible for the 2017 payments. If you chose to not make the payments as indicated in your email "I think not"

roll the dice and see who will lose and be financially tied up for years.

Thank you for giving me my condo which has been mine anyway.

Please send me receipt if the Land Lease for 2017 had been paid in full.

Jamie Gallian
Sent from my iPhone

On Mar 26, 2017, at 7:41 AM, Sandy Bradley <sandybrad@cox.net> wrote:

I have no idea what you think I have done that is dishonest or fraudulent. My trust was initiated after Chuck died. If he was so concerned about making sure you were taken care of, he would have done so in his life. Instead he left everything to me to do as I wish. Instead of thanking me for the house, you send me stuff like this and expect me to continue to make land lease and property tax payments. I don't think so.

Sandy

On Mar 25, 2017, at 4:42 PM, Jamie Gallian <jamiegallian@gmail.com> wrote:

Just to recap.

The minute I arrived at my father's attorneys office, Mr. Coopersmith at your request to come there to sign papers after you were long gone. I remembered everything.

I had been there before with my father after lunch. I recognized that voice and those mannerisms the moment the Attorney approached me and handed me an envelop saying to me "this is for you.

I was ashamed of you ever being apart of my dad's life.

The deceit and fraudulent behavior you and my dad's Attorney, Mr. Coopersmith engaged in after the passing of my dad is sickening. You, I am not surprised by in the least. I knew something was wrong all night. I didn't sleep a minute. The entire morning I was sick to me stomach. Your threats, your urgency, your constant texting I knew if I listened to my gut, all would be revealed to me.

My father's Attorney, Mr. Coppersmith, a sworn officer of the court in addition to the Fiduciary Duty owed to my father and his estate. I am surprised by his unethical position.

I am shocked and sickened, after all these years you and my dad's attorney Mr. Coppersmith continued this conspiracy.

Your willful dishonesty and fraudulent behavior is finally going to be brought out in a probate

court.

I promise you until the day I die, I will never let up, you will be punished and sanctions or better yet the loss of Attorney Coopersmith Bar License will be entered for his part in the deceit.

Go ahead, I dare you. If you pick up the phone one more time and ever call one of my sons again and one more word comes out of your lying mouth see what will happen.

Jamie Galian

Sent from my iPhone

I hereby certify the foregoing instrument consisting of 20 page(s)
is a true and correct copy of the original on file in this court.



JUN 16 2021

ATTEST: (DATE)

DAVID H. YAMASAKI, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY

Patty Conde

DEPUTY

PATTY CONDE

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
7101 N. Mesa, Ste 355
El Paso, TX 79912

A true and correct copy of the foregoing document entitled (*specify*): **Second Amended Complaint For Determination Of Dischargeability And Objecting To Debtor's Discharge Pursuant To Sections 523 and 727 Of The Bankruptcy Code** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 1/28/2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See NEF for confirmation of electronic transmission to the U.S. trustee, any trustee in this case, and to any attorneys who received service by NEF.

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (date) 1/28/2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR AND DEFENDANT
JAMIE LYNN GALLIAN
16222 MONTEREY LANE, SPC 376
HUNTINGTON BEACH, CA 92649

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 1/28/2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

The Honorable Scott Clarkson, United States Bankruptcy Court, 411 West Fourth Street, Santa Ana, CA, 92701

Courtesy Copy via email: Aaron De Leest, Esq.,

☐ Service information continued on attached page

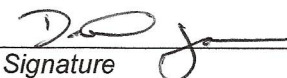
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

01-28-2023

Date

David Jasso

Printed Name


Signature